## Exhibit 1



## FCC Form 470 – Funding Year 2017

Form 470 Application Number: 170058485 Franklin & Lowell Cat 2 Svcs - Final

#### **Billed Entity**

MISSOULA COUNTY HIGH SCHOOLS 215 S 6TH ST W MISSOULA, MISSOULA, MT 59801-4028 406-728-2400

**Billed Entity Number:** 135105

FCC Registration Number: 0001628148

#### **Contact Information**

Dan Parrish dparrish@mcps.k12.mt.us 406-728-2400 ext.3031

**Application Type** 

Applicant Type: School District

Recipients of Services: Adult Education; New Construction

School; Public School; Public School District

**Number of Eligible Entities: 22** 

Co	nsu	lting	<b>Firms</b>

Name	Consultant	Phone	Email
	Registration Number	Number	

#### **Consultants**

Name	Phone Number	Email

#### **RFPs**

Id	Name
25034	MCPS RFP Internal Wiring 1-11-2017
25035	Attachment A - Franklin Elementary
25036	Attachment B - Lowell Elementary

Category One Service Requests

Cutegory One Ser	Tee Itequebeb									
								Installation	Maintenance	
			Minimum	Maximum				and Initial	and Technical	
Service Type	Function	Other	Capacity	Capacity	Entities	Quantity	Unit	Configuration?	Support?	Associated RFPs

#### **Description of Other Functions**

Id	Name

Narrative			

#### **Category Two Service Requests**

							Installation	
							and Initial	
Service Type	Function	Manufacturer	Other	Entities	Quantity	Unit	Configuration?	Associated RFPs
Internal Connections	Cabling	No Preference		2		Feet	Yes	25034, 25035, 25036

**Description of Other Manufacturers** 

Name

Narrative			

#### **Technical Contact**

Id

Russ Hendrickson Senior Informations Systems Manager 406-728-2400 ext.3028 rhendrickson@mcps.k12.mt.us

#### **State and Local Procurement Restrictions**

A call for bids must be made for any project exceeding \$80,000. And advertisements for the request for bids must be published in the newspaper of greatest circulation for the District for two consecutive weeks. The bid opening must be not less than 5 days nor more than 12 days after the 2nd advertisement.

**Recipients of Service** 

<b>Billed Entity Number</b>	Billed Entity Name
135105	MISSOULA COUNTY HIGH SCHOOLS

#### **Certifications**

I certify that the applicant includes:

I certify that the applicant includes schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.

#### Other Certifications

I certify that this FCC Form 470 and any applicable RFP will be available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise

of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

#### NOTICE:

In accordance with Section 54.503 of the Federal Communications Commission's ("Commission") rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.503. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.503. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information requested in this form. We will use the information you provide to determine whether you have complied with the competitive bidding requirements applicable to requests for universal service discounts. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, the information you provide in this form may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information you provide in this form may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form, or in response to subsequent inquiries, may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide in this form may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC or Universal Service Administrator may return your form without action or deny a related request for universal service discounts.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

#### **Authorized Person**

Dan Parrish MISSOULA COUNTY HIGH SCHOOLS 215 S 6TH ST W MISSOULA, MISSOULA, MT 59801-4028 406-728-2400 ext.3031 dparrish@mcps.k12.mt.us

**Certified Timestamp** 

01/11/2017 06:10 PM EST

FRN # 1799105776 FRN # 1799105847 Lowell and Franklin Schools



# Request for Proposal Internal Wiring

for

Missoula County Public Schools Missoula, Montana

1/11/2017

#### CALL FOR PROPOSALS

Notice is hereby given that Missoula County Public Schools, Missoula, Montana, will accept proposals for the installation of network cable. Specifications for the proposal are available at: 915 South Ave. W, Missoula, Montana 59801, by email at ljacobs@mcps.k12.mt.us or on the District website: http://www.mcpsmt.org

The proposal opening date is February 8, 2017 2:30 p.m. (MST) in the district Business Building (Small Conference room) located at 915 South Avenue West, Missoula, Montana. No late proposals will be accepted.

If your proposal meets or exceeds \$80,000.00 then the proposal must be accompanied by a certified check, cashier's check, U.S. currency, money order, or proposal bond in an amount of not less than 10% of the total proposal amount. The District reserves the right to reject any and all proposals, and if all proposals are rejected, to re-advertise under the same or new specifications, or to make such an award as in the judgment of its officials best meets the District's requirements. The District reserves the right to waive any technicality or informality in the bidding process which is not of substantial nature.

Anyone attending the proposal opening or any other meeting associated with this proposal, and needs accommodations for a disability is requested to notify Lenora Jacobs (406-728-2400 x3021) two days in advance to make arrangements for any special accommodations.

All proposals must be plainly marked on the outside of the envelope: "INTERNAL WIRING PROPOSAL"

Requests for RFP proposal documents should be directed to: Lenora Jacobs, Business Specialist E-MAIL ljacobs@mcps.k12.mt.us PHONE (406) 728-2400, ext 3021 FAX (406) 549-0449

For information on proposal requirements and equipment specifications contact: Russ Hendrickson, Senior Information Systems Manager E-MAIL rhendrickson@mcps.k12.mt.us PHONE (406) 728-2400, ext 3028 FAX (406) 549-0449



## PROJECT OVERVIEW

Missoula County Public Schools is seeking proposals on installing category 6 cabling and corresponding network drops for up the following buildings:

- 1. Franklin Elementary School, 1700 South Ave. W, Missoula, MT 59801
- 2. Lowell Elementary School, 735 Michigan Ave. W, Missoula, MT 59802

Each building is to be considered a separate project and each proposal should be separate from the other. All proposals shall include cost for category 6 cables and the removal of all abandoned cables if they exist. All cable will be terminated in CommScope NetConnect outlets at the classroom and in CommScope NetConnect patch panels or punch down blocks at identified central distribution frames. Patch panels, patch cables, category 6 horizontal cabling and punch down blocks for data must be included in this proposal. Distribution equipment (switches) and end user patch cables (to the device) should not be included in this proposal.

See specifications (page 19) and drawings (Attachment A and B) included for additional contractor qualifications, product installation, quality requirements, and drop locations.

These building projects must be scheduled in conjunction with the existing construction timelines. Proposals must include a projected beginning date and finish date for each building showing intended progress on the entire project. Missoula County Public Schools reserves the right to select multiple offerors to cover the scope of the project and maintain a timeline in accordance with the initial completion date of June 30, 2017. Offerors must participate in the federal ERate program and must be available for assistance with MCPS in preparing the necessary ERate documentation for this proposal.

The proposal documentation consists of this document contains the following sections:

- 1. Call for Proposals (Page 2)
- 2. Timeline (Page 16)
- 3. Proposal Response Form (Page 17)
- 4. Submittals (Page 18)
- 5. Specifications for the proposal (Page 19)
- 6. Work Schedule and Cleanup (Page 38)
- 7. Evaluation/Scoring Criteria (Page 38)
- 8. Standard Terms and Conditions (Appendix 1)

Individual Building Information (Attachment A and Attachment B)

## **CONTRACT TERM**

The contract term is for a period of one year beginning **upon execution of the contract**. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the District. This contract, including any renewals, may not exceed a total of five years, at the option of the District.

## SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an Offeror is selected and the selection is announced by the District, **Offerors are not allowed to communicate with any Missoula County Public Schools staff or officials regarding this procurement, except at the direction of Russ Hendrickson**, the District's appointed contact in charge of the solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. <u>All written questions or comments submitted via mail, fax or email must include MCPS Internal Wiring Proposal in the subject line or clearly marked on the outside of the envelope.</u> Contact information for the single point of contact is as follows:

District Contact: Russ Hendrickson Telephone Number: (406) 728- 2400 x 3028 Fax Number: (406) 542-0449

E-mail Address: <a href="mailto:rhendrickson@mcps.k12.mt.us">rhendrickson@mcps.k12.mt.us</a>
915 South Avenue W
Missoula, MT 59801

## **REQUIRED REVIEW**

**Review RFP.** Offerors should carefully review the instructions; mandatory requirements, specifications, and Standard Terms and Conditions set out in this RFP and promptly notify the District contact identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the Offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The District will make any final determination of changes to the RFP.

**Form of Questions.** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the District contact referenced above on or before 4 p.m. local time on **Wednesday**, **February 1, 2017**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

<u>District's Response.</u> The District will provide an official written response by <u>Thursday, February 2, 2017</u> to all questions received by <u>Wednesday, February 1, 2017 at 4:00 p.m.</u> The District's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the District. Any formal written addendum will be posted on the Missoula County Public School's website RFP at <a href="http://www.mcpsmt.org">http://www.mcpsmt.org</a> by the close of business on the date listed. Missoula County Public Schools will issue any necessary Addenda. Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.

## PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be conducted at the MCPS Business Building on **Tuesday**, **January 31, 2017** at 9:00 a.m. Site visits will begin immediately after the Pre-Proposal Conference. **It is a MANDATORY requirement that all Offerors attend the conference.** Participating in the site tour is optional. Offerors may use this opportunity to notify the District of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the District.

An authorized representative for Offerors must attend the conference in person. Primary subcontractors are encouraged to attend the conference, however they are not required to have a representative at the pre-proposal conference and site visits to be included within the prime contractor's proposal package. The conference will be held Tuesday, January 31, 2017 at 9:00 a.m.

Location: MCPS Business Building

915 South Ave W Missoula, MT

Time: 9:00 a.m.

Offerors who did not have an authorized representative attend the Pre-proposal conference and site visits will be disqualified at the beginning of the review process.

## GENERAL REQUIREMENTS

This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, an Offeror <u>must</u> meet all mandatory requirements. The District will determine compliance with the intent of all requirements. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point deductions during the evaluation process or may be deemed non-responsive.

#### Negotiation of Standard Terms and Conditions.

By submitting a response to this RFP, Offeror agrees to acceptance of the standard terms and conditions and agrees that the standard terms and conditions shall be incorporated into any additional contract documents that may be negotiated after an award is made. Much of the language included in the Standard Terms and Conditions reflects requirements of Montana law. Requests for additions or exceptions to the Standard Terms and Conditions, including any necessary licenses, or any added provisions must be submitted to the District contact referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the Offeror's ability to respond to the RFP or perform the contract. The District reserves the right to address nonmaterial requests for exceptions with the highest scoring Offeror during contract negotiation. Any material exceptions requested and granted to the Standard Terms and Conditions will be addressed in a formal written addendum issued for this RFP and will apply to all Offerors submitting a response to this RFP. The District will make any final determination of changes to the Standard Terms and Conditions.

#### **Resulting Contract.**

This RFP and any addenda, the Offeror's RFP response, including any amendments, and any clarification question responses shall be included in any resulting contract as if it was bound thereto. Upon making the award, the District will enter into negotiations with the highest scoring Offeror to whom the award is made that incorporates the documents specified herein as well as any additional terms determined appropriate by the parties. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the District, will govern in the same order of precedence as listed in the contract. By submitting this RFP, Offeror acknowledges that the resulting contract must be approved by the Board of Trustees and that no contractual relationship with the Offeror exists until execution of the resulting contract upon Board approval.

<u>Understanding of Specifications and Requirements.</u> By submitting a response to this RFP, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

Prime Contractor/Subcontractors. The highest scoring Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The District reserves the right to approve all subcontractors. The contractor shall be responsible to the District for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the contractor. The Prime Contractor shall ensure in writing that through any contracts that all subcontractors will be bound by the terms and conditions set forth in any resulting contract between the District and Prime Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the District.

Offeror's Signature. The proposals must be signed in blue ink by an individual authorized to legally bind the business submitting the proposal. The Offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the District from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

<u>Offer in Effect for 180 Days.</u> A proposal may not be modified, withdrawn or canceled by the Offeror for a 180-day period following the deadline for proposal submission as defined in the Schedule of Events.

## **COST OF PREPARING A PROPOSAL**

<u>District Not Responsible for Preparation Costs.</u> The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the District are entirely the responsibility of the Offeror. The District is not liable for any expense incurred by the Offeror in the preparation and presentation of their proposals or any other costs incurred by the Offeror prior to execution of a contract.

All Timely Submitted Materials Become District Property. All materials submitted in response to this RFP become the property of the District and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the District and Offeror resulting from this RFP process.

## **AUTHORITY**

This RFP is issued under the authority of Title 18, MCA (Montana Code Annotated) and Administrative Rules of Montana relating thereto. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

## **OFEROR COMPETITION**

The District encourages free and open competition among Offerors. Whenever possible, the District will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the District's need to procure technically sound, cost-effective services and supplies.

<u>Collusion</u> The Offeror's signature on a proposal in response to this RFP guarantees that the prices quoted have been established without collusion and without effort to preclude Missoula County Public Schools from obtaining the best possible supply or service.

## RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

<u>Public Information.</u> All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public inspection shortly after the time for receipt of proposals has passed with the following three exceptions:

- 1. Trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA;
- 2. Matters involving individual safety as determined by the District; and
- 3. Other constitutional protections.

Procurement Contact Review of Proposals. Upon receipt of proposals, all marked trade secrets and company financial information will be removed from the proposals and provided only to the evaluation committee members or persons participating in the contracting process (as defined in the following section entitled "Claims to Keep Information Confidential"). All remaining proposal materials will be available for public inspection and copying shortly after the deadline for submission of proposals. In addition, all meetings of the evaluation committee are open to the public for observation. NOTE: It is the Offerors (vendors) responsibility to contact the District Representative for notification of public (evaluation) meeting dates, locations and times. The District will post notification of the meetings on the Missoula County Public Schools website: website <a href="http://www.mcpsmt.org">http://www.mcpsmt.org</a> a minimum of three (3) business days before the evaluation committee meeting.

<u>Claims to Keep Information Confidential.</u> In order for an Offeror to request that material be kept confidential as permitted in this section, the following conditions must be met:

- 1. Confidential information must be clearly marked and separated from the rest of the proposal.
- 2. The proposal may not contain confidential material in the cost or price.
- 3. An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, must be attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" in requesting the trade secret claim. This affidavit form is available at the State Procurement Bureau's website: www.discoveringmontana.com/doa/ppd/tradesecretaffidavit.pdf or by calling (406) 444-2575.
- 4. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

## **CLASSIFICATION AND EVALUATION OF PROPOSALS**

<u>Initial Classification of Proposals as Responsive or Nonresponsive.</u> All proposals will initially be classified as either "responsive" or "nonresponsive,". Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

<u>Determination of Responsibility.</u> The district will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Offeror.

Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring Offeror or, if necessary, to seek discussion/negotiation in order to determine the highest scoring Offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the District may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the District. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations. Firms are not allowed to provide supplemental or clarifying information during evaluation meetings. This information shall be requested in writing by the district.

<u>Completeness of Proposals.</u> Selection and award will be based on the Offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

<u>Opportunity for Discussion/Negotiation.</u> Although proposals may be accepted, and a contract awarded without discussion, the District may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors should be prepared to send qualified personnel to Missoula, Montana, to discuss technical and contractual aspects of the proposal at no cost to the District.

**Evaluator/Evaluation Committee Recommendation for Award.** The evaluator/ evaluation committee will provide a written recommendation for award to the District procurement contact that contains the scores, justification, and rationale for the decision. The District Contact will review the recommendation to ensure its compliance with the

RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation of the responsive and responsible Offeror that achieves the highest score and is, therefore, the most advantageous to the District. All recommendations for the award are subject to final approval by the MCPS Board of Trustees.

Request for Documents Notice. Upon concurrence with the evaluator's/ evaluation committee's recommendation, the District Contact will issue a "Request for Documents Notice" to the highest scoring Offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place and Notice to Proceed has been provided to the Offeror. The District Contact will notify all other Offerors of the District's selection.

Contract Negotiation and Execution. Upon receipt of all required materials requested in the "Request for Documents Notice," the District will enter into negotiations with the highest scoring Offeror for a contract, incorporating the Standard Terms and Conditions attached as Appendix A, as well as this RFP and any addenda and highest scoring Offeror's response to the RFP (and any amendments). The highest scoring Offeror will be expected to negotiate in good faith and agree to all material requirements contained herein and set out in Appendices A of this RFP. If the highest scoring Offeror does not accept all material requirements or an agreement cannot be reached after good faith negotiations, the District may move to the next highest scoring Offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties and the Notice to Proceed has been provided by the District.

## **DISTRICT'S RIGHTS RESERVED**

While the District has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by Missoula County Public Schools to award and execute a contract. Upon a determination such actions would be in its best interest, the District, in its sole discretion, reserves the right to:

- Waive any formality,
- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- Not award if it is in the best interest of the District not to proceed with contract execution; or
- If awarded, terminate any contract if the District determines adequate District funds are not available.

## CONTRACT PERFORMANCE SECURITY

The successful offeror must provide Contract Performance/Payment Securities based upon 100% of the contract total for purchase, installation and commissioning of the system. This security must be in the form of a surety bond licensed in Montana with a Best's rating of no less than A. The surety bond must be supplied on the standard form.

The contract performance security must be provided to Missoula County Public Schools within 10 working days from the Notice of Contract Award. This security must remain in effect for the entire installation contract period and until final approval of the project by the District after the commissioning process has issued acceptance.

The original surety bond form must be mailed to the following address:

Missoula County Public Schools ATTN: Russ Hendrickson 915 South Avenue Missoula, MT 59802

## GENERAL INSURANCE REQUIREMENTS

The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from, or in connection with, the performance of the work by the Contractor, agents, employees, representatives, assigns, or sub-contractors. The insurance shall cover such claims as may be caused by any negligent act or omission. The project insurance requirements are provided within the standard terms and conditions located within Appendix A of this RFP. Each offeror shall fully acquaint themselves with these requirements and shall have the ability to comply with the insurance requirements specified within the standard terms and conditions.

## **GENERAL E-RATE REQUIREMENTS**

Required Notice to Proceed - MCPS shall follow the purchasing policies of the MCPS Board and requirements and procedures of the Universal Service Administrative Company's (USAC) Schools and Libraries Division and the E-Rate program to be eligible for all available funding. The implementation of any associated contracts resulting from this competitive process shall be dependent on the District's issuance of a written Notice to Proceed. E-rate funding notification alone shall not signify Notice to Proceed. The district shall have the right to allow the contract to expire without implementation if appropriate funding does not come available.

**E-Rate Eligible Service Provider** - The information in this Request for Competitive Sealed Proposal [RFP] is provided in conjunction with the Schools and Libraries Division [SLD] Forms

470 and 471, in partial fulfillment of the requirements for the FCC Universal Service Fund (a.k.a., "E-Rate") discounts. Offerors must have a valid Service Provider Identification Number [SPIN]. Temporary SPIN numbers will be acceptable but must be followed by a permanent SPIN number before the contract can be executed. Telecommunications providers must also be registered ("common carrier") providers as defined by the SLD. The District utilizes the BEAR (Form 472) process to receive appropriate ERate discounts. Offerors to the RFP must be familiar with this method and capable of processing invoices under this system. Offerors to the RFP must be in good standing with the E-Rate program. If a provider is not an E-Rate eligible service provider, the proposal shall be based on 0% discount in the overall cost evaluation verses the applicable discount with E-Rate eligible providers. Currently the discount is 60% for the 2015-16 fiscal year.

MCPS shall utilize a single rubric to evaluate the responses and to establish the top proposal. Price of eligible products and services is the most heavily weighted bid evaluation factor.

All offers should include e-rate information evaluation including the service type, a break down into eligible and ineligible e-rate cost, and the Offeror's Service Provider Information Number (SPIN).

All offers should include detailed price breakdown.

## WORKERS' COMPENSATION INSURANCE/INDEPENDENT CONTRACTOR EXEMPTION

The successful Offeror is required to supply Missoula County Public Schools with proof of Workers' Compensation Insurance or Independent Contractor's Exemption covering the Offeror while performing work for the District. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Offeror nor its employees are employees of the District. The proof of insurance/exemption must be valid for the entire contract period and must be received by Missoula County Public Schools within 10 working days of the issuance of a Request for Documents notice. Documents must be sent to:

Missoula County Public Schools ATTN: Russ Hendrickson 915 South Avenue W Missoula, MT 59801

Contracts will not be issued to Offerors who fail to provide the required documentation within the allotted time frame. Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be obtained through the Department of Labor and Industry, Employment Relations Division (406) 444-1446.

## **COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to: the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract. These are included by reference and therefore become a binding part of any contract resulting from this solicitation.

The Contractor shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contribution and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed (18-2-403, MCA).

All Contractors are reminded that MCPS will, in accordance with sections 15-50-101, 15-50-206, MCA, withhold one percent (1%) gross receipts tax of all payments due to the Contractor and shall transmit that money to the Montana Department of Revenue on the contractor's behalf.

## **CONTRACT PROVISIONS, TERMS, AND RENEWALS**

<u>Contract Provisions</u> This RFP and any addenda, the Offeror's response including any amendments, any clarification question responses, and any negotiations shall be included in any resulting contract. Appendix A contains the standard terms and conditions which shall be incorporated into any contract between the District and the successful Offeror.

<u>Term Preclusions</u> Offerors should notify the District of any terms within the standard terms and conditions in Appendix A that either preclude them from responding to the RFP or add unreasonable cost. This notification must be made in writing by the deadline for receipt of written inquiries.

<u>Contract Renewals</u> Renewals of the contract, if any, must be by mutual agreement of both parties, and may be made at one (1) year intervals, or any interval that is advantageous to the District, not to exceed a total of five (5) years, at the option of the District.

## PROJECT ACCEPTANCE

The District shall use system commissioning as the method to determine if the project was completed per the contract documents. Commissioning is a process of documentation to ensure that the entire category 6 cabling and corresponding network drops for Franklin and Lowell have

been designed, installed, functionally tested, and capable of being operated and maintained in accordance with the contract documents. The District may contract an advocate as the Commissioning Authority (CA) for this process. Elements of the process will include, but not be limited to, review and evaluation of the following:

- 1. Functionality tests and monitoring
- 2. System documentation
- 3. System performance and acceptance documentation
- 4. Training Requirements, if applicable
- 5. Equipment submittal approval
- 6. Quality of installation and standards compliance
- 7. Compliance with local, state and federal codes
- 8. Operations and Maintenance materials
- 9. Warranty issues
- 10. Maintenance schedules
- 11. Billing and financial adherence to RFP and contract language.

The Offeror shall have the sole responsibility to correct any design deficiencies or equipment failures found during the commissioning process that are part of the Contract Documents. The Offeror will document in writing that the corrections have been made. The District and the Offeror shall mutually come up with a document to validate the system and all of its features and functions as part of the commissioning process.

The testing program will objectively verify that the entire category 6 cabling and corresponding network drops for Franklin and Lowell perform in accordance with the Contract Documents. The offeror shall provide a published list of features, standards, specifications, options and similar items for each component of the system, including software, which will be used as the basis for functional testing and contract compliance. System commissioning shall be accomplished after the completion of the installation. The commissioning documents will be based upon a mutually accepted set of standards. The system's performance and equipment acceptance documentation will define final completion for this project. The system warranty will begin with the granting of final completion. The District will withhold 5% of the identified installation costs and final payment will not be made until the offeror obtains final completion.

## **Contractor Checklist**

(not required to be submitted)

1.	Proposal bond attached if total proposal exceeds \$80,000.00
2.	Is the proposal response sheet attached to the proposal?
3.	Is contractor information completely filled out on the proposal response form?
	<del></del>
4.	Is the proposal signed by an authorized official of the company?
5.	Are all items attached as required by the RFP, including the specifications?
6.	Deadline for submitting this proposal is February 7 <sup>th</sup> , 2017 @ 2:00 PM
	proposals must be plainly marked on the outside of the envelope: "INTERNAL IRING PROPOSAL"
Pr	oposal documents should be delivered to: Missoula County Public Schools Attn: Lenora Jacobs, Business Specialist 915 South Ave W Missoula, MT 59801 Ph: (406)728-2400, ext 3021

Questions regarding the proposal and equipment specifications should be directed to:

Russ Hendrickson, Senior Information Systems Manager

915 South Avenue West Missoula, MT 59801

Fax: (406)549-0449

Ph: (406) 728-2400, ext. 3028

Email: ljacobs@mcps.k12.mt.us

Email: rhendrickson@mcps.k12.mt.us

## **Timeline**

This proposal includes two elementary school buildings and requires specific timelines to be met in accordance with district schedules. A mandatory Pre-Proposal Conference is scheduled for January 31<sup>st</sup>, followed by an optional site tour on that day. Building floor plans are attached to this proposal and will also be available at that meeting. Offerors interested in the project must attend the Pre-Proposal Conference on January 31<sup>st</sup> and are strongly encouraged to participate in the site tour.

Date	
January 11, 2017	RFP Released, proposal posted on the District website http://www.mcpsmt.org
January 22, 2017	Proposal advertised in local paper
January 29, 2017	Second advertisement in local paper
January 31, 2017	Pre-Proposal Conference & Site Tour,
-	Meet at 9:00 am at the MCPS Business Building (Small
	Conference Rm), 915 South Avenue West for general question
	and answer session followed by site visits to various buildings
February 1, 2017	Pre-proposal questions due – 4:00 PM
February 2, 2017	Written responses distributed
February 8, 2017	Proposal Opening – 2:30 PM at the MCPS Business Building
-	(Small Conference Room), 915 South Avenue West
February 9, 2017	Contract negotiations with offeror(s) – with final approval at full
	Board of Trustees meeting on February 28 <sup>th</sup>
February 28, 2017	Full Board of Trustees Approval
March 1, 2017	Installation can begin in coordination with existing building
	construction timelines.
July 31, 2017	Completion Date – All projects

## **Proposal Response Form**

Submit Proposal by 2:00 p.m., February 8, 2017 to: Lenora Jacobs, 915 South Avenue West, Missoula, MT 59801 Phone (406) 728-2400, ext 3021 Fax (406) 549-0449

Acknowledged Receipt of Addenda N	lumbers:
Contractor Name:	
Address:	Phone # (voice):
Phone # (fax): E	mail address:
Contact name:	
Phone:	<u> </u>
conditions of the Work. By submi	themselves with the Contract Documents, site, location, and ssion of this Bid Proposal, hereby agrees to provide all abor necessary to complete the Work for the total sum as
BASE BID:	
(ALPHA notation)	and/100 DOLLARS
\$(NUMERIC notation)	
Contractor authorizing signatureOwn	Date ner or Authorized Representative
Proposal security in the form as requ Submittals as required in the call for	ired by the call for proposals is attached. proposals are attached.
References for two recently complete	ed projects similar in scope:
Project Reference #1:	
Company Name:	Location:
Contact Person:	Phone:
Project Reference #1:	
Company Name:	Location:
Contact Person:	Phone:

## **Submittal**

Each offeror is asked to submit a separate submittal form for each desired project included in this proposal. Proposals will be evaluated by project and MCPS reserves the right to select different offerors for individual projects to meet the timelines outlined in this proposal. The following items must be included in the proposal response form for each desired project.

Project Name (building name):			
Project Timeline:			
Available start date:			
Projected end date:			

#### Final Project Cost:

Offeror hereby proposes to furnish all materials, labor, equipment, tools, licenses, etc., required by the said documents to complete the work described by the specifications.

## **Building Communications Infrastructure General Specifications**

#### **SECTION 270000**

#### PROJECT OVERVIEW

#### PART 1 - General

#### 1.01 PROJECT OVERVIEW

This project includes data and telephone wiring for Missoula County Public Schools in Missoula, Montana. A.

#### 1.01.1 SUMMARY OF WORK

B. This project includes the installation, testing and certification of telephone and data networking components at Missoula County Public Schools. Network media included in this project are Category 6 data and voice cabling. The drawings listed below provide further details of the installation.

#### 1.03 RELATED PROJECTS

The Contractor for this project will be required to coordinate with other contractors and trades providing construction services to the Owner.

#### **DIVISION 27 OVERVIEW** 1.04

A.	SECTION 27010	BASIC TELECOMMUNICATIONS REQUIREMENTS
B.	SECTION 27110	TELECOMMUNICATIONS ROOMS
C.	SECTION 27120	PATHWAYS, FITTINGS AND BOXES
D.	SECTION 27160	HORIZONTAL CABLING REQUIREMENTS

#### 1.05 drawing overview

Associated with this Division 27 specification is a series of drawings to indicate outlet locations and types of services delivered.

T1.0 Franklin: Telecomm. Plan-First Floor-Overall T1.1 Franklin: Telecomm. Plan-First Floor-Dining T1.2 Franklin: Telecomm. Plan-First Floor-West T1.3 Franklin: Telecomm. Plan-First Floor-Gym T2.0 Franklin: Telecomm. Plan-Second Floor-Overall T2.1 Franklin: Telecomm. Plan-Second Floor-South T2.2 Franklin: Telecomm. Plan-Second Floor-West T3.0 Franklin: Telecomm. Plan-IT Room 162-Elevation T1.0 Lowell: Telecomm. Plan-First Floor-Overall T1.1 Lowell: Telecomm. Plan-First Floor-Overall T1.2 Lowell: Telecomm. Plan-First Floor-South T2.0 Lowell: Telecomm. Plan-Second Floor-Overall T2.1 Lowell: Telecomm. Plan-Second Floor-Overall T2.1 Lowell: Telecomm. Plan-Second Floor-North T2.2 Lowell: Telecomm. Plan-Second Floor-South T3.1 Lowell: Telecomm. Plan-Third Floor T4.0 Lowell: Telecomm. Room 203-Elevation	Sheet	Title
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<ul> <li>T1.1 Lowell: Telecomm. Plan-First Floor-North</li> <li>T1.2 Lowell: Telecomm. Plan-First Floor-South</li> <li>T2.0 Lowell: Telecomm. Plan-Second Floor-Overall</li> <li>T2.1 Lowell: Telecomm. Plan-Second Floor-North</li> <li>T2.2 Lowell: Telecomm. Plan-Second Floor-South</li> <li>T3.1 Lowell: Telecomm. Plan-Third Floor</li> </ul>	T3.0	Franklin: Telecomm. Plan-IT Room 162-Elevation
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T2.0 Lowell: Telecomm. Plan-Second Floor-Overall T2.1 Lowell: Telecomm. Plan-Second Floor-North T2.2 Lowell: Telecomm. Plan-Second Floor-South T3.1 Lowell: Telecomm. Plan-Third Floor	T1.1	Lowell: Telecomm. Plan-First Floor-North
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T2.2 Lowell: Telecomm. Plan-Second Floor-South T3.1 Lowell: Telecomm. Plan-Third Floor	T2.0	Lowell: Telecomm. Plan-Second Floor-Overall
T3.1 Lowell: Telecomm. Plan-Third Floor	T2.1	Lowell: Telecomm. Plan-Second Floor-North
	T2.2	Lowell: Telecomm. Plan-Second Floor-South
T4.0 Lowell: Telecomm. Room 203-Elevation	T3.1	Lowell: Telecomm. Plan-Third Floor
	T4.0	Lowell: Telecomm. Room 203-Elevation

#### 1.06 CONTRACTOR'S QUALIFICATIONS

- Division 27 Sub-contractor shall be a certified CommScope AMP NetConnect Partner (no exceptions will be made) and will be required to provide a CommScope 25-year performance warranty on parts and labor for all Category 6 cabling and systems. Proof of the Contractor's ability to provide such a warranty shall be included at the time of the bid submittal. This warranty shall cover the patch panels, horizontal cabling, work area outlets, and patch cords. Performance warranty will include all current and future Category 6 compliant applications.
- Contractor shall employ, in conjunction with construction of the project, a capable, experienced, and reliable foreperson and such skilled workers as may be required for the various classes of work to be performed. Contractor shall be required to submit evidence of foreperson's skilled experience on EIA/TIA certified Category 6 and systems. Evidence of experience shall be submitted to Owner with submittal of bid. Minimum experience for any workman involved in cabling work shall be:

- a. Cable pulling and termination work on projects for a minimum of 5 years. Provide references throughout this period.
- b. Completion of training (40 hrs. minimum) which certifies the person's work in Category 6 installations.
- c. If, in the opinion of the Owner's representative, the Contractor's employees do not possess the necessary qualifications to install cabling and terminations, the Contractor will be required to obtain the services of workers who are certified and trained by an appropriate schooling organization. These workers, if required, shall be provided at no additional expense to the Owner.

End of Section

#### **SECTION 270100**

#### BASIC TELECOMMUNICATION REQUIREMENTS

#### PART 1 - GENERAL

#### 1.01 SCOPE OF WORK

- A. Include in bid all labor, materials, tools, transportation, storage costs, training, equipment, insurance, temporary protection, permits, inspections, taxes and all necessary and related items required to provide complete and deliver operational systems shown and described.
- B. References to Codes and Standards called for in the Contract Documents mean the latest edition, amendment and revisions to the Codes and Standards in effect on the date of these Contract Documents.
  - 1. Minimum composition requirements and/or installation methods for the following materials and work are included in this Section:
    - a) Miscellaneous supports
    - b) Access doors and panels
    - c) Fire stopping
    - d) Flashing and sealing
    - e) Cutting and patching
    - f) Waterproofing
- C. Contract shall include, but not be limited to:
  - 1. Data, voice, and fiber optic cabling
  - 2. Routing cabling through new and existing telecommunication pathways
  - 3. Telecommunication spaces

#### 1.02 RELATED SECTION AND DOCUMENTS

A. All drawings and general provisions of Contract and Instructions to Bidders apply to this section and all other sections of Division 27.

#### 1.03 REGULATIONS AND CODE COMPLIANCE

- A. All work and materials shall conform to and be installed, inspected and tested in accordance with the governing rules and regulations of federal, state and local governmental agencies.
- B. The following is a list of codes and standards that will apply to this project:
  - 1. Federal Occupational Safety and Health Administration OSHA
  - 2. National Life Safety Code, NFPA 101
  - 3. National Electrical Safety Code, 2002
  - 4. Underwriters Laboratory (UL)
  - 5. Owner's Insurance Carrier
  - 6. ANSI/TIA/EIA Building Telecommunications Standards
  - 7. BICSI Telecommunications Distribution Methods Manual
  - 8. IEEE Standards
  - 9. Federal Communications Commission
  - 10. NEMA National Electrical Manufacturers' Association
  - 11. ADA, Americans with Disabilities Act

#### 1.04 GLOSSARY

- A. ANSI American National Standards Institute
- B. ASME American Society of Mechanical Engineers

C.	ASTM	American Society f	for Testing Materials
D.	BICSI	Building Industry (	Consulting Services International
E.	EIA	Electronic Industries Association	
F.	ER	Equipment Room	
G.	FCC	Federal Communic	ations Commission
H.	FM	Factory Mutual Ins	urance Company
I.	IEEE	Institute of Electric	al and Electronics Engineers
J.	IRI	Industrial Rick Insu	urers
K.	ISD	Information System	ns Division
L.	ISO	International Stand	ards Organization
M.	NEC	National Electrical	Code
N.	NEMA	National Electrical	Manufacturers' Association
O.	NESC	National Electrical	Safety Code
P.	NFPA	National Fire Prote	ection Association
Q.	OSHA	Occupational Safet	y and Health Administration
R.	TIA	Telecommunication	ns Industry Association
S.	TR	Telecommunication	ns Room (formerly, telecommunications closet)
T.	UFPO	Underground Facil	ities Protective Organization
U.	UL	Underwriter's Labo	oratories, Inc.
DEFINIT	TIONS		
A.	Approve	d / Approval	Written permission to use a material or system.
B.	As Called	d For	Materials, equipment including the execution specified/shown in the contract documents.
C.	Code Red	quirements	Minimum requirements.
D.	Conceale	ed	Work installed in pipe and duct shafts, chases or recesses, inside walls, above ceilings, in slabs or below grade.
E.	Design E	quipment	Refer to the article, BASIS OF DESIGN.
F.	Design M	Iake	Refer to the Article, BASIS OF DESIGN.
G.	Equal or	Equivalent	Equally acceptable as determined by Owner's Representative.
H.	Exposed		Work not identified as concealed.
I.	Final Acc	ceptance	Owner acceptance of the project from Contractor upon certified by Consultant.
J.	Furnish		Supply and deliver to installation location.
K.	Furnishe	d by Others	Receive delivery at job site or where called for and install.
L.	Inspectio	n	Visual observations by Owner's site Representative.
M.	Install		Mount and connect equipment and associated materials ready for use.
N.	Labeled		Refers to classification by a standards agency.
O.	Make		Refer to the article, BASIS OF DESIGN.
P.	Or Appro	oved Equal	Approved equal or equivalent as determined by Consultant.
Q.	Consulta	nt	The Prime Professional
R.	Prime Pr	ofessional	Architect or Engineer having a contract directly with the Owner for

1.05

professional services.

S. Provide Furnish, install and connect ready for use.

T. Relocate Disassemble, disconnect, and transport equipment to new locations,

then clean, test, and install ready for use

U. Replace Remove and provide new item.

V. Review A general contractual conformance check of specified products.

W. Roughing Pipe, duct, conduit, equipment layout and installation.

X. Satisfactory As specified in contract documents.

Y. Site Representative Construction Manager or Owner's Inspector at the work site.

Z. Refer to General Conditions of the Contract for additional definitions.

#### 1.06 BASIS OF DESIGN

A. The contract documents are based on the latest version of Missoula County Public School's cabling standard. This standard specifies that only AMP NetConnect products shall be used for all components such as cabling, patch panels, jacks, etc.

#### 1.07 INTENT OF DRAWINGS

- A. The drawings are diagrammatic, unless detailed dimensioned drawings are included. Drawings show approximate locations of equipment, and fixtures. Exact locations are subject to the approval of the Consultant.
- B. Anything mentioned in the Specifications and not shown in the Drawings, or shown in the Drawings and not mentioned in the Specifications, shall be of like effect as if shown and mentioned in both. In case of differences between the Drawings and the Specifications, the stricter provision as determined by the Consultant shall govern. Omissions from the Drawings or Specifications, or the incorrect description of details of Work which are evidently necessary to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or incorrectly described details of the Work, but they shall be performed as if correctly described in the Contract Documents. Acceptance of this project by the Contractor acknowledges that they have verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that they will check and coordinate each shop drawing and sample with the requirements of the Work and of the Contract Documents.

#### 1.08 REVIEW OF THE CONTRACT DOCUMENTS

- A. The contractor shall carefully study and compare the Contract Documents and shall at once report to the Consultant any error, inconsistency or omission he or she may discover. If contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the contract documents without such notice to the Consultant or Owner, the contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable cost for correction.
- B. The contractor must verify all dimensions locating the work and its relation to existing work, all existing conditions and their relation to the work and all man made obstructions and conditions, etc. affecting the completion and proper execution of the work as indicated in the Contract Documents.

#### 1.09 EXAMINATION OF THE PREMISES

- A. Contractor shall visit Site to familiarize themselves with the local conditions under which the work is to be performed and correlate their observations with the requirements of the Contract Documents. No allowance will be made for claims for concealed conditions, which Contractor, in exercise of reasonable diligence in its observations of the Site and review of the local conditions under which the work is to be performed, learned or should have learned of, unless otherwise specifically agreed by Owner and Consultant in writing.
- B. Before ordering any materials or doing any work, the contractor shall verify all measurements and be responsible for correctness of same. No extra charge or compensation will be allowed for duplicate work or material required because of an unverified difference between an actual dimension and the measurement indicated in the drawings. Any discrepancies found shall be submitted in writing to the Project Manager and Consultant for consideration before proceeding with the work.

#### PART 2 - PRODUCTS

#### 2.01 EQUIPMENT AND MATERIALS MINIMUM REQUIREMENTS

- A. Materials shall have a flame spread rating of 25 or less and a smoke developed rating of 50 or less, in accordance with NFPA 255.
- B. Provide materials that meet the following minimum requirements:
  - 1. All equipment and material for which there is a listing service shall bear a National Recognized Testing Laboratory (NRTL) label.
  - 2. Electrical equipment and systems shall meet UL Standards and requirements of the NESC. This listing requirement applies to the entire assembly. Any modifications to equipment to suit the intent of the specifications shall be performed in accordance with these requirements.
  - 3. Equipment shall meet all applicable FCC Regulations
  - 4. All materials, unless otherwise specified, shall be new and be the standard products of the manufacturer. Used equipment or damaged material will be rejected.
  - 5. The listing of a manufacturer as "acceptable" does not indicate acceptance of a standard or cataloged item of equipment. All equipment and systems must conform to the Specifications and meet the quality of the design make.
  - 6. The Contractor shall furnish and file with the proper Authorities all drawings required by them in connection with this work. The Contractor, if required, shall obtain all official permits, licenses and inspections and shall pay all legal and proper fees and charges.
  - 7. The Contractor shall at inception of the work provide the Project Coordinator with copies of all required building and trade permits, if said are required.
  - 8. The Contractor shall be responsible for arranging all inspections and for securing all required signatures. Upon completion of the work, properly completed permits shall be returned to the Project Coordinator, if any are required.

#### 2.02 WORKMANSHIP, SUBSITUTIONS AND WARRANTY

- A. Materials and workmanship shall meet or exceed industry standards. Horizontal cabling and all related passive equipment shall be fully guaranteed by the Manufacturer for a minimum of twenty-five years from final acceptance. Cable integrity and associated terminations shall be thoroughly inspected, fully tested and guaranteed as free from defects, transpositions, opens-shorts, tight kinks, damaged jacket insulation, etc.
  - 1. All labor must be thoroughly competent and skilled, and all work shall be executed in strict accordance with the best practice of the trades.
  - 2. Contractor shall be responsible for and make good, without expense to the Owner, any and all defects arising during this warranty period that are due to imperfect materials, appliances, improper installation or poor workmanship.
  - 3. No substitution will be considered unless written request has been submitted by the Bidder to the Consultant and has been approved by the Owner at least seven (7) days prior to the date for receipt of bids. Each request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution. Provide original product data (no copies will be accepted) with performance and test data and any other information necessary for an evaluation.
  - 4. After a Contract is awarded, requests to substitute for previously approved materials shall be submitted by the Contractor to the Consultant within seven (7) days, complete with reasons for substitution and savings, which accrue to Owner if substitutes are approved. Substitutes, after Contract award, will be considered only if equal or superior to that specified.
  - 5. Approval of alternate or substitute equipment or material in no way voids Contract document requirements.
  - 6. Under no circumstances shall the Owner be required to prove that an item proposed for substitution is not equal to the specified item. It shall be mandatory that the Contractor submit to the Owner all evidence to support his contention that the item proposed for substitution is equal to the contract specified item. The Owner's decision as to the equality of substitution shall be final and without further recourse.

#### 2.03 CABLES

A. Any cable associated with this Contract shall be suitable, listed and marked for use in a riser or plenum application. For example, riser cable shall minimally be CMR rated for riser spaces and CMP for plenum spaces per the 2014 National Electrical Code and shall meet all local and state codes.

#### 2.04 FACTORY ASSEMBLED PRODUCTS

- A. Provide maximum standardization of components to reduce spare part requirements.
- B. Manufacturers of equipment assemblies that include components made by others shall assume complete responsibility for final assembled unit.
  - 1. All components of an assembled unit need not be products of same manufacturer, but the completed system shall supply the Owner with a minimum manufacturer's 25-year performance warranty.
  - 2. Constituent parts, which are alike, shall be product of a single manufacturer.
  - 3. Components shall be compatible with each other and with the total assembly for intended service.
  - 4. Contractor shall guarantee for the minimum of twenty-five years, the assemblies of components, and shall repair or replace elements of the assemblies as required to deliver complete assembly.
- C. Components of equipment shall bear manufacturer's name or trademark, model number and serial number on a nameplate securely affixed in a conspicuous place, or cast integral with, stamped or otherwise permanently marked upon the components of the equipment.
- D. Major items of equipment that serve the same function must be the same make and model. Exception will be permitted if performance requirements cannot be met.

#### 2.05 COMPATABILITY OF RELATED EQUIPMENT

- A. Equipment and materials installed shall be compatible in all respects with other items being furnished and with existing items so that a complete and fully operational system will result.
- B. Provide maximum standardization of components to reduce spare part requirements.
- C. Manufacturers of equipment assemblies that include components made by others shall assume complete responsibility for final assembled unit.
  - 1. Constituent parts that are alike shall be product of a single manufacturer.
  - 2. Contractor shall guarantee assemblies of components, and shall repair or replace elements of the assemblies as required to deliver the complete assembly.
  - 3. Components of equipment shall bear manufacturer's name or trademark, model number and serial number on a nameplate securely affixed in a conspicuous place, or cast integral with, stamped or otherwise permanently marked upon the components of the equipment.

#### 2.06 SPECIAL TOOLS

A. If any part of equipment requires a special tool for assembly, adjustment or maintenance thereof and such tool is not readily available on commercial tool market, it shall be furnished by the Contractor.

#### 2.07 LIFTING ATTACHMENTS

A. Provide equipment with suitable lifting attachments to enable equipment to be lifted in its normal position. Lifting attachments shall withstand any handling conditions that might be encountered without bending or distortion of shape, such as rapid lowering and braking of load.

#### 2.08 MISCELLANEOUS SUPPORTS

- A. Metal bars, plates, tubing, etc. shall conform to ASTM standards:
  - 1. Steel plates, shapes, bars, and grating ASTM A 36
  - 2. Cold-Formed Steel Tubing ASTM A 500
  - 3. Hot Rolled Steel Tubing ASTM A 501
  - 4. Steel Pipe ASTM A 53, Schedule 40, welded
- B. Metal Fasteners shall be Zinc-coated (type, grade and class as required)

#### 2.09 FIRESTOPPING

A. Fire stopping for Openings through Fire and Smoke Rated Walls and Floor Assemblies shall be listed or classified by an approved independent testing laboratory for "Through-Penetration Fire-Stop Systems." The system shall meet the requirements of "Fire Tests of Through-Penetration Fire-Stops" designated ASTM E814.

- B. Inside of all conduits, the fire-stop system shall consist of a dielectric, water resistant, non-hardening, permanently pliable/re-enterable putty along with the appropriate damming or backer materials (where required). The sealant must be capable of being removed and reinstalled and must adhere to all penetrants and common construction materials and shall be capable of allowing normal wire/cable movement without being displaced.
- C. The Contractor shall patch all openings remaining around and inside all conduit, sleeves and cable penetrations to maintain the integrity of any fire rated wall, ceiling, floor, etc. The fire-stop system shall consist of a dielectric, water resistant, non-hardening, permanently pliable/re-enterable putty along with the appropriate damming materials (where required). The sealant must be capable of being removed and reinstalled and must adhere to all penetrants and common construction materials and shall be capable of allowing normal wire/cable movement without being displaced.
- D. All building conduits and sleeves installed and/or used under this contract shall be fire-stopped, or re-fire-stopped, upon cable placement through such passageways.
- E. Manufacturer's recommended installation standards must be closely followed (i.e. minimum depth of material, use of ceramic fiber and installation procedures).

#### PART 3 - EXECUTION

#### 3.01 ROUGH-IN

- A. Before construction work commences, the Contractor shall visit the site and identify the exact routing for all horizontal pathways.
- B. Due to small scale of Drawings, it is not possible to indicate all offsets, fittings, changes in elevation, etc. Verify final locations for installation with field measurements and with the equipment being connected. Verify exact location and elevations at work site prior to any rough in work. If field conditions, details, changes in equipment or shop drawing information require a significant change to the original documents, contact the owner's representative for approval before proceeding.
- C. All equipment locations shall be coordinated with other trades, other renovation projects, and existing conditions to eliminate interference with required clearances for equipment maintenance and inspections.
  - 1. Coordinate work with other trades, other renovation projects, and existing conditions to determine exact routing of all cable tray, hangers, conduit, etc., before fabrication and installation. Verify with Consultant exact location and mounting height of all equipment in finished areas, such as equipment racks, communication and electrical devices. Coordinate all work with existing Architecture.
  - 2. Where more than one trade is involved in an area, space or chase, all shall cooperate and install their own work to utilize the space equally between them in proportion to their individual requirements. There will be no priority schedule for trades. If, after installation of any equipment, piping, ducts, conduit, and boxes, it is determined that ample maintenance and passage space has not been provided, rearrange work and/or furnish other equipment as required for ample maintenance space. Any changes in the size or location of the material or equipment supplied or proposed, which may be necessary in order to meet field conditions or in order to avoid conflicts between trades, shall be brought to the immediate attention of the Consultant and approval received before such alterations are made.
- D. Provide easy, safe, and code mandated clearances at equipment racks and enclosures, and other equipment requiring maintenance and operation.
- E. The Contractor shall be responsible for all required locations, cutting, patching, coring and associated work for the complete cabling system at no additional cost to the Owner.

#### 3.02 CUTTING AND PATCHING

A. Contractor shall include the required cutting and patching work to perform work. Cut and drill from both sides of walls and/or floors to eliminate splaying. Patch adjacent existing work disturbed by installation of new work including insulation, walls and wall covering, ceiling and floor covering, other finished surfaces. Patch and/or paint openings and damaged areas equal to existing surface finish. Cut openings in prefabricated construction units in accordance with manufacturer's instructions.

#### 3.03 CONCEALMENT

A. Use existing conduit and surface raceway where possible and practicable. Conceal all contract work above ceilings and in walls, below slabs, and elsewhere throughout building. If concealment is impossible or impractical, notify Consultant before starting that part of the work and install only after his review. In areas with no ceilings, install only after Consultant reviews and comments on arrangement and appearance.

#### 3.04 CHASES

#### A. General:

- 1. The Owner will provide certain pathways specified on the drawings. Division 27 contractor shall provide all other openings required for their contract work.
- 2. Field verify for correct size and location all pathways by Owner.
- 3. Assume responsibility for correct and final location and size of such pathways.
- 4. Rectify improperly sized, improperly located or omitted conduit due to faulty or late information or failure to check final location.
- 5. Correct, by drilling, omitted or improperly located sleeves. Assume responsibility for all work and equipment damaged during course of drilling. Cap or fire stop all unused conduits and sleeves.
- 6. Seal voids in fire rated assemblies with a fire-stopping seal system to maintain the fire resistance of the assembly. Provide 18 gauge-galvanized sleeves at fire rated assemblies. Extend sleeves a minimum 2" above floors.
- 7. In wall openings, drill or cut holes to suit. Provide 18 gauge-galvanized sleeves at shafts and fire rated assemblies. Provide fire-stopping seal between sleeves and wall in drywall construction. Provide fire stopping similar to that for floor openings.

#### 3.05 SUPPORTS

A. Provide required supports, beams, angles, hangers, rods, bases, braces, straps, struts, and other items to properly support contract work. Supports shall meet the approval of the Consultant. Modify studs, add studs, add framing, or otherwise reinforce studs in metal stud walls and partitions as required to suit contract work. If necessary, in stud walls, provide special supports from floor to structure above. For precast Panels/Planks and Metal Decks, support communication work as determined by manufacturer and Consultant. Provide heavy gauge steel mounting plates for mounting contract work. Mounting plates shall span two or more studs. Size, gauge, and strength of mounting plates shall be sufficient for equipment size, weight, and desired rigidity.

#### 3.06 GENERAL INSTALLATION REQUIREMENTS

- A. Coordinate ordering and installation of all equipment with long lead times or having a major impact on work by other trades so as not to delay the job or impact the schedule.
- B. Where mounting heights are not detailed or dimensioned, install systems, materials and equipment to provide the maximum headroom possible.
- C. Set all equipment to accurate line and grade, level all equipment and align all equipment components.
- D. Provide all scaffolding, rigging, hoisting and services necessary for erection and delivery of equipment and apparatus furnished into the premises. These items shall be removed from premises when no longer required.
- E. No equipment shall be hidden or covered up prior to inspection by the Consultant. All work that is determined to be unsatisfactory shall be corrected immediately.
- F. All work shall be installed level and plumb, parallel and perpendicular to other building systems and components.
- G. Contractor shall replace/repair all ceiling tiles or plaster damaged by work performed as part of Division 27 contract.

#### 3.07 PAINTING

- A. Contract includes the following:
  - 1. Painting for all cut and patch work performed as part of Division 27 contract.
  - 2. Painting for junction boxes and conduits per Owner's standards or Division 27 standards.
  - 3. Painting for damage to existing wall and ceiling surfaces.

#### 3.08 ADDITIONAL ENGINEERING SERVICES

A. In the event that the Consultant is required to provide additional engineering services as a result of substitution of equivalent materials or equipment by the Contractor, or changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Consultant is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Consultant's expenses in connection with such additional services shall be paid by the Contractor and may be deducted from any moneys owed to the Contractor.

B. In the event that the Consultant is required to provide additional engineering services as a result of Contractor's errors, omissions or failure to conform to the requirements of the Contract Documents, or if the Consultant is required to examine and evaluate any changes proposed by the Contractor solely for the convenience of the Contractor, then the Consultant's expense in connection with such additional services shall be paid by the Contractor and may be deducted from any monies owed to the Contractor.

#### 3.09 FIRE-STOPPING

- A. Fire-stopping for Openings through Fire and Smoke Rated Wall and Floor Assemblies:
  - 1. Provide materials and products listed. The system shall meet the requirements of "Fire Tests of Through-Penetration Fire-Stops" designated ASTM E814. To be used inside all conduits and sleeves. Caulk on exterior of conduit penetration.
  - 2. Provide fire-stop system seals at all locations where conduit, fiber, cable trays, cables/wires, and similar utilities pass through or penetrate fire rated wall or floor assembly. Provide fire-stop seal between sleeve and wall for drywall construction.
  - 3. The minimum required fire resistance ratings of the wall or floor assembly shall be maintained by the fire-stop system. The installation shall provide an air and watertight seal.
  - 4. The methods used shall incorporate qualities that permit the easy removal or addition of conduits or cables without drilling or use of special tools. The product shall adhere to itself to allow repairs to be made with the same material and permit the vibration, expansion and/or contraction of any items passing through the penetration without cracking, crumbling and resulting reduction in fire rating. Typical rating:
    - a) floors 3 hours
    - b) corridor walls 2 hours
    - c) offices 3/4 hour
    - d) smoke partitions 3/4 1 hour
  - 5. Contractor shall correct any existing fire code violations.

#### 3.10 PROJECT COMPLETION CHECKLIST

A. The following checklist shall be completed by the Contractor and submitted to the Consultant before final completion inspection is made. Record Drawings shall be completed in electronic format. All sheets shall be laminated.

SPECIFICATION ITEM		DATE	CORRECTED OR COMPLETED BY
Instruct owner's ma	intenance personnel		
Provide record drav	vings		
Provide brochure of	f equipment.		
Provide Category 6	system test report		
Provide fiber optic	test report		
Job Name:			
Location:			
Job #:	certified NETCONNEC	T Design & Installation (ND&I)	
Contractor:			
Submitted by:			
	Name		Date
END OF SECTION	1		

#### **SECTION 271100**

#### TELECOMMUNICATIONS ROOMS

#### PART 1 - GENERAL

#### 1.01 WORK INCLUDED

Provide all labor, materials, tools, and equipment required for the complete installation of work called for in the Contract Documents.

#### 1.02 SCOPE

This Section includes the minimum requirements for equipment and cable installations in the Telecommunications Room.

Minimum composition requirements and installation methods for the following:

- 1. Category 6 patch cords
- 2. Category 6 patch panels
- 3. 19" rack
- 4. Cable management
- 5. Fiber optic patch panels

#### 1.03 QUALITY ASSURANCE

All telecommunication room hardware shall be installed in a neat and workmanlike manner in meeting the requirements of the National Electrical Code (NEC). All methods of construction that are not specifically described or indicated in the Contract Documents shall be subject to the control and approval of the Owner's representative. Materials that are specified in this Section shall be of the quality and manufacture indicated. Where "approved equal" is stated, the materials shall be equivalent in every way to that of the material specified, and subject to written approval.

Materials and work specified herein shall comply with the latest applicable requirements of:

- 1. ANSI/TIA-568-C.0 Generic Telecommunications Cabling for Customer Premises
- 2. ANSI/TIA-568-C.1 Commercial Building Telecommunications Standard
- 3. ANSI/TIA-568-C.2 Balanced Twisted-Pair Telecommunication Cabling and Components Standard
- 4. ANSI/TIA-568-C.3 Optical Fiber Cabling Components Standard
- 5. ANSI/TIA/-569-B, Commercial Building Standard for Telecommunications Pathways and Spaces
- 6. ANSI/TIA-606-B, Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
- 7. ANSI/TIA-J-STD-607-B, Commercial Building Grounding and Bonding Requirements for Telecommunications
- 8. Underwriters Laboratory (UL)
- 9. Federal Communications Commission (FCC) Part 15 and Part 68
- 10. National Electrical Code (NEC)

#### 1.04 SUBMITTALS

Provide product data for the following:

- 1. Category 6 patch cords
- 2. Category 6 patch panels
- 3. 19" Racks
- 4. Cable management
- 5. Fiber optic patch panels

#### PART 2 – PRODUCTS

#### 2.01 CATEGORY 6 EQUIPMENT CORDS

- A. Provide one factory terminated Category 6 patch cable for each horizontal cable terminated within the patch panels. The patch cable lengths shall be field measured before ordering (typical lengths are 3', 5', and 7'). Provide one factory terminated Category 6 patch cord for each duplex outlet indicated on the plans and two for each quad outlet indicated on the plans. The patch cable lengths shall be field measured before ordering (typical lengths are 7' 10').
- B. Design make:
  - 1. TE, Category 6 patch cable assembly, White (For wireless access points) (Part # TCPC6RUVA-WTYYF).
  - 2. TE, Category 6 patch cable assembly, Blue (For all other devices) (Part # TCPC6RUVA-BLYYF).
- C. Provide the cross connects for data services.

#### 2.02 CATEGORY 6 PATCH PANEL

- A. Provide Category 6 patch panels as indicated on the drawings.
- B. Design make:
  - 1. TE, SL series 48-port Category 6 patch panel (Part # 1375015-2)

#### 2.03 FLOOR MOUNTED 19" RACKS

- A. Use floor mounted racks conforming to EIA Standard 310-D. Refer to drawings for details.
- B. Racks shall include horizontal wire management features between all components as well as vertical wire management.
- C. Design Make:
  - CHATSWORTH, Two Post Standard Rack (Part # 55053-703)

#### 2.04 CABLE MANAGEMENT

- A. Provide wire management between each component (patch panel, active components, etc.) in all racks.
- B. Design make:
  - 1. TE, Horizontal D-ring wire manager (Part # 558331-1)
  - 2. CHATSWORTH, Double sided Global Vertical Cabling Section (Part # 14831-703)

#### 2.05 FIBER OPTIC PATCH PANELS AND ACCESSORIES

- A. Provide Category 6 patch panels as indicated on the drawings.
- B. Design make:
  - 1. Corning, 1Ufiber optic patch panel (Part # CCH-01U) with 6 fiber LC adapter plates (Part # CCH-CP06-A9).

#### PART 3 - EXECUTION

#### 3.01 EQUIPMENT RACKS

- A. The equipment rack shall be constructed using approved methods and materials. Do not exceed 48 ports per patch panel. Install horizontal wire management between all patch panels and equipment.
- B. Provide all miscellaneous installation hardware such as screws, brackets, hangers, equipment trays, etc., which may not be called out on the drawings, but are required for installation which is acceptable to Owner or Engineer.

#### 3.02 GROUNDING AND BONDING

- A. Grounding shall be accomplished by common single-point termination of all ground conductors.
- B. Bond metallic equipment rack to the ground bar with a minimum of a #6 ground wire.
- C. All connectors and clamps shall be UL Listed, mechanical type, made of silicon bronze.
- D. Terminals shall be solderless compression type, copper long-barrel NEMA two bolt.

#### END OF SECTION

#### **SECTION 271200**

#### PATHWAYS, FITTINGS AND BOXES

#### PART 1 - GENERAL

#### 1.01 WORK INCLUDED

A. The work in this Section includes conduit and cable support systems required for telecommunications systems.

#### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Rigid conduit shall be galvanized rigid steel conforming to Federal Specification No. WW-C-581.
- B. Intermediate metal conduit may be used only as permitted by the National Electric Code.
- C. EMT shall be galvanized steel conforming to Federal Specification No. WW-C 563. May only be used where rigid steel is not called for or required by Code.
  - 1. Connectors and fittings up through 2" size to be steel compression type (cast metal is not acceptable). Setscrew type is not acceptable up through 2" size.
- D. Insulated bushings shall be O-Z/Gedney Type B, SB or SBT as required.
- E. Surface raceway systems shall be Wiremold (size 2000 and 4000 with associated extra deep outlet boxes) or EMT unless otherwise noted and/or approved by the Consultant. Refer to drawings for additional details. Factory finish or field paint to match surface it is mounted on.
- F. Cable tray to be Flextray by Cooper B-Line or EZTray by Cablofil, Inc. with electro-plated zinc galvanized coating. Install per manufacturer's recommendations.
- G. Outlet boxes used with conduit shall be metal 4-inch square boxes with a minimum depth of 2 1/8" inches with a single gang mud ring unless otherwise noted.

#### PART 3 - EXECUTION

#### 3.01 INSTALLATION

- A. Raceways shall be used throughout construction for all cables unless otherwise specifically indicated.
- B. All conduits shall be provided with lock nuts, insulated throat connectors, and insulated bushings.
- C. Conduit shall be concealed in finished spaces, unless otherwise indicated.
- D. Installation of raceways to be coordinated with installation of other trades, in particular, ductwork and piping. The location of mechanical equipment and systems shall take precedence over raceway location. Installation shall not restrict equipment maintenance space or access thereto.
- E. Hanging of raceways done in first-class manner using conduit clamps, Unistrut brackets, racks, etc., or other approved methods. Hanging off ductwork, suspended ceiling support wires or resting on ceiling support system or ceiling material is not permitted. Installation shall not interfere with removable ceiling panels or access openings.

- F. Surface raceways such as Wiremold and exposed conduit shall be run parallel and/or perpendicular with walls. Use appropriate factory fittings on Wiremold for changes in direction, terminations and connections.
- G. Annular openings around conduit penetrating fire barriers such as floors, fire rated walls and fire rated ceilings shall be fire-stopped as specified in Section 270100.
- H. Conduit or raceway shall not be run through ductwork.
- I. All conduits, regardless of the phase of the project, shall be kept closed so as to prevent the introduction of water, soil or vermin into the conduits or buildings.
- J. Conduit shall be used for all locations where cabling penetrates a wall.

### 3.02 GROUNDING RACEWAY SYSTEM

- A. All non-current carrying metallic parts of electrical equipment and all raceway systems shall be grounded.
- B. Ground raceway systems and cabinets for auxiliary systems by bonding or by conduit interconnection with the electrical system or as otherwise specifically indicated on the drawings.
- C. Run a ground wire with all conduits properly connected at each end with approved fittings with binding screw.

END OF SECTION

### **SECTION 271600**

### HORIZONTAL CABLING REQUIREMENTS

### PART 1 - GENERAL

### 1.01 WORK INCLUDED

A. Provide all labor, materials, tools, and equipment required for the complete installation of work called for in the Contract Documents.

## 1.02 SCOPE OF WORK

- A. Horizontal cabling is the portion of the cabling system that extends from the work area to the patch panels. The horizontal cabling shall be configured in a star topology. The horizontal cabling includes the horizontal cables, the mechanically terminated jacks/inserts and the faceplates that the jacks/inserts snap into in the work area.
- B. This section includes minimum requirements for the following:
  - Category 6 and UTP Cable from TR to Work area
  - 2. Faceplates and Jacks
  - 3. Installation and Termination Methods
  - 4. Testing

### 1.03 QUALITY ASSURANCE

- A. All cable shall be installed in a neat and workmanlike manner. All methods of construction that are not specifically described or indicated in the contract documents shall be subject to the control and approval of the Owner's Representative. Equipment and materials shall be of the quality and manufacturer indicated. The equipment specified is based upon the acceptable manufacturers listed. Where "approved equal" is stated, equipment shall be equivalent in every way to that of the equipment specified and subject to approval.
- B Strictly adhere to all Category 6 and Category 5e installation practices when installing UTP cabling.
- C. Materials and work specified herein shall comply with the latest applicable requirements of:
  - 1. ANSI/ICEA S-80-576-1988, Communications Wire and Cable for Wiring Premises
  - 2. NFPA 70, 1996, National Electrical Code
  - 3. ANSI/TIA/EIA 568-B Telecommunications Cabling Standard
  - 4. ANSI/TIA/EIA 569-A Pathway and Spaces
  - 5. BICSI Telecommunications Distribution Methods Manual
  - 6. FCC 47 CFR 68
  - 7. NEMA 250
  - 8. NEC Articles 770 and 800
  - 9. ADA Americans with Disabilities Act

### 1.04 SUBMITTALS

A. Manufacturers catalog sheets, specifications and installation instructions for all products in this section.

### PART 2 - PRODUCTS

### 2.01 COPPER TELECOMMUNICATIONS HORIZONTAL CABLE

- A. 4 pair, 23 gauge, Category 6 UTP copper telecommunications horizontal cable shall be used for connectivity between the telecommunications closets and work area outlets. Cable will be placed in conduit and J-Hooks, spaced no greater than 48" O.C.
- B. Cable shall be CMR (Communications riser cable) as specified in NEC section 800-51. The cable shall conform to requirements of ANSI/TIA/EIA 568 B and applicable specifications of 4 pair cable within ANSI/ICEA S-80-576.
- C. Design Make:

- 1. TE, 620 Series Category 6, CMR, Blue, (Part # TE620RBLRB)
- 2. TE, 620 Series Category 6, CMP, Blue, (Part # TE620PBLRB)

### 2.02 CATEGORY 6 OUTLETS

- A. All Category 6 and outlets shall conform to ANSI/TIA/EIA 568 B.
- B. All outlets shall be wired to T568B as specified in ANSI/TIA/EIA 568 B.
- C. Design Make:
  - 1. TE, SL series Category 6 Jacks, (Part # 1375055-X). Color to be determined at time of submittal.

### 2.03 OUTLET HOUSINGS AND FACEPLATES

- A. Provide faceplates for each new outlet indicated on the drawings. Provide blanks for any unused ports.
- B. Design Make:
  - 1. TE, 2-port single gang, (Part # 2111009-X). Color to be determined at time of submittal.
  - 2. TE, 4-port single gang, (Part # 2111011-X). Color to be determined at time of submittal.
  - 3. TE, 6-port single gang, (Part # 211012-X). Color to be determined at time of submittal.

### PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. The maximum pulling tensions specified by the cable manufacturers shall not be exceeded. Contractor shall use tools and equipment specifically designed for the pulling of cable. The contractor shall implement installation practices that ensure the highest quality installation. Contractor shall make all cutting, splicing, pulling and termination of cables using equipment specifically designed for that purpose.
- B. Contractor shall install tie wraps so that they spin freely on cable bundles. Tie wraps and other securing hardware shall be rated as required for the installation environment (i.e., tie wraps will be approved for use in a plenum area when installed in a return air space). Contractor shall fill cable tray or conduit with cables using the following guidelines:
  - 1. Where cable trays or conduits are stacked, the contractor shall fill the top raceway to its maximum fill ratio first and then move to the next raceway below it and so on.
  - 2. Where multiple conduits are being used, the contractor shall fill one conduit to its maximum fill ratio before going on to the next conduit. Wherever possible, the contractor shall leave as many spare conduits available as possible. The maximum fill ratios for some typical raceway using telecommunications cabling are as follows:
    - a) Ladder type cable tray 40%.b) Solid bottom cable tray 40%.
    - c) EMT type conduit 40%.
  - 3. The contractor shall not exceed the maximum fill ratio, per the NEC, for any reason. All spare conduits or conduits filled with less than the maximum allowed fill ratio shall have a pull string installed and left for future pulling in of cable. Clearly label as "pulling line" indicating To/From.
  - 4. Contractor shall support cables running overhead that are not installed in raceway by J-hooks spaced no more than 4 feet on center. Openings around electrical raceway penetrations shall maintain the fire resistance rating required. See NEC 300-21. Install cable trays in accordance with NEC Article 318 and manufacturers' recommendations.
- C. Install all connectors in conformance with manufacturer recommended procedures. Use tools designed for this purpose. All cables shall be labeled at both ends. The label shall be permanent. Labels shall be typed (not handwritten). All cable labeling shall include numeric designation, source, destination, and cable type. Label each equipment rack, patch panel, and cross connect block uniquely. Contractor shall maintain one set of drawings on site to continually maintain an accurate record of the as constructed work. The mark-up drawings shall accurately indicate location of equipment, pull-boxes, conduits, cable types and labeling. Provide the marked up drawings to the Consultant prior to final walkthrough with completed project checklist.

- D. All wiring concealed in walls or soffits shall be installed in metal conduits.
- E. All exposed wiring shall be installed in surface raceway or cabletray.
- F. All wiring above ceilings shall be installed in cable tray, J-Hooks, or open top cable hangers NO GREATER THAN 48" O.C.
- G. Cable above accessible ceilings shall be supported at no more than 48" on center by approved cable support attached to building structure.
- H. Do not untwist cable pairs more than 0.5 in. when terminating.
- I. The Contractor shall be responsible for replacing all cables that do not pass Category 6 requirements.
- J. Maximum length of cable between the telecommunications closet and the work area outlet shall be 90 meters.
- K. Cable shall have no physical defects such as cuts, tears or bulges in the outer jacket. Cables with defects shall be replaced.
- L. Install cable in neat and workmanlike manner. Neatly bundle and tie all cable in closets. Leave sufficient cable for 90 degree sweeps at all vertical drops.
- M. Maintain the following clearances from EMI sources for all Category 6 wiring.
  - 1. Power cable 6 in.
  - 2. Fluorescent Lights 12 in.
  - 3. Transformers 36 in.
- N. Do not install cable in common cable hangers with audio cable.
- O. Do not install Category 6 cable with more than 110N (25 lbs.) pull force, as specified in EIA/TIA and BICSI TDDM practices. Utilize appropriate cable lubricant in sufficient quantity to reduce pulling friction to acceptable levels on: long pulls inside conduit, pulls of multiple cables into a single small bore conduit, on conduit runs greater than 100 lineal feet with bends of opposing directions, and in conduit runs that exceed 180 degrees of accumulated bends. Use of tensile rated cords (i.e. fishing line) should be used for difficult or questionable pulls to judge go/no-go condition of the conduit and pulling setup.
- P. Cable jackets that are chaffed or burned exposing internal conductor insulation or have any bare copper ("shiners") shall be replaced.
- Q. Firestop all openings where cable is installed through a fire barrier.
- R. Provide a minimum 12" of cable slack above each communications outlet and 10' of slack in each telecommunications room.

### 3.02 INSERTS AND FACEPLATES

- A. Outlet boxes shall be secured to building with mechanical fasteners. Adhesive fasteners are not allowed.
- B. All extra openings to be filled with blank inserts.
- C. Terminate cable per TIA/EIA T568B standard pin assignments.
- D. Locate so that combined length of cables and cords from panel to phone or computer does not exceed 3m.

### PART 4 - INSPECTION, TESTING, AND ACCEPTANCE OF COPPER CABLING

### 4.01 REQUIREMENTS

- A. Visually inspect all cables, cable reels, and shipping cartons to detect possible cable damage incurred during shipping and transport. Visibly damaged goods are to be returned to the supplier and replaced at no additional cost to the Owner.
- B. If the manufacturer of cables or connecting hardware has supplied post-manufacture performance data, copies of such data are to be kept for inclusion in the Documentation and made available to the Owner upon request.
- C. All materials are to be new and unused.
- D. Contractor is responsible for supplying all of the required test equipment used to conduct acceptance tests.

## 4.02 TEST PROCEDURE

- A. Owner reserves the right to be present during any or all testing. Contractor shall notify Owner of their intent to test 48 hours before beginning said tests.
- B. Testing shall be of the Permanent Link. However, Contractor shall warrant performance based on Channel performance and provide patch cords that meet channel performance.
- C. All cabling not tested strictly in accordance with these procedures shall be re-tested at no additional cost to the Owner.
- D. 100% of the installed cabling shall be tested.

### 4.03 STANDARDS COMPLIANCE AND TEST REQUIREMENTS

- A. Cabling must meet TIA 568B.2.1 Category 6 performance specifications for horizontal cabling.
- B. Test reports shall include the following information for each cabling element tested:
  - 1. Wiremap results that indicate the cabling has no shorts, opens, miswires, split, reversed, or crossed pairs, and end-to-end connectivity is achieved.
  - 2. For Category 6 cabling: NEXT, PSNEXT, Return Loss, Insertion Loss, ACR, ELFEXT, and PSELFEXT data that indicate the worst case result, the frequency at which it occurs, the limit at that point, and the margin. Information shall be provided for all pairs or pair combinations and in both directions when required by the appropriate standards. Any additional tests required by the cable Manufacturer for warranty purposes shall be run. Any individual test that fails the relevant performance specification shall be marked as a FAIL.
  - 3. Length, propagation delay, and delay skew relative to the relevant limit. Any individual test that fails the relevant performance specification shall be marked as a FAIL.
  - 4. Cable manufacturer, cable model number/type, and NVP.
  - 5. Tester manufacturer, model, serial number, hardware version, and software version.
  - 6. Circuit ID number and project name.
  - 7. Autotest specification used.
  - 8. Overall pass/fail indication.
  - 9. Date of test.
  - 10. Test reports shall be submitted within 7 business days of completion of testing.

## 4.04 DOCUMENTATION

- A. Test reports may be submitted in electronic format.
- B. Electronic reports are to be submitted on CD format. Provide raw data as well as PDF documents. If proprietary software is used, CD shall contain any necessary software required to view test results. Electronic reports must be accompanied by a Certificate signed by an authorized representative of the Contractor warranting the truth and accuracy of the electronic report. Certificate must reference traceable circuit numbers that match the electronic record. Upon receipt of the test documentation, The Customer reserves the right to perform 10% spot testing of a representative sample of the cabling system to validate test results provided in the test document. Customer testing will use the same method employed by the contractor, and minor variations will be allowed to account for differences in test equipment. If significant discrepancies are found, the Contractor will be notified for resolution.

## 4.05 TEST EQUIPMENT

- A. Test equipment used under this contract shall be from manufacturers that have A MINIMUM of 5 years' experience in producing field test equipment. Manufacturers must be ISO 9001 certified. Tester must be an approved tester of the cabling Manufacturer being used on this project.
- B. All test tools of a given type shall be from the same manufacturer, and have COMPATIBLE ELECTRONIC results output.
- C. The manufacturer of the test equipment must approve test adapter cables. Adapters from other sources are not acceptable.

- D. Baseline accuracy of the test equipment must meet or exceed TIA Level IIIe, as indicated by independent laboratory testing.
- E. Test equipment must be capable of certifying Category 6 links.
- F. Test equipment must have a dynamic range of at least 100 dB to minimize measurement uncertainty.
- G. Test equipment must be capable of storing full frequency sweep data for all tests and printing color graphical reports for all swept measurements.
- H. Test equipment must include S-Band time domain diagnostics for NEXT and return loss (TDNXT and TDRL) for accurate and efficient troubleshooting.
- I. Test equipment must be capable of running individual NEXT, return loss, etc. measurements in addition to autotests. Individual tests increase productivity when diagnosing faults.
- J. Test equipment must include a library of cable types, sorted by major manufacturer.
- K. Test equipment must store at least 1000 Category 6 autotests in internal memory.
- L. Test equipment must be able to internally group autotests and cables in project folders for good records management.
- M. Test equipment must include DSP technology for support of advanced measurements.
- N. Test equipment must make swept frequency measurements in compliance with TIA standards.
- O. The measurement reference plane of the test equipment shall start immediately at the output of the test equipment interface connector. There shall not be a time domain dead zone of any distance that excludes any part of the link from the measurement.

### 4.06 ACCEPTANCE

- A. Once all work has been completed, test documentation has been submitted, AND OWNER is satisfied that all work is in accordance with contract documents, the OWNER SHALL notify Contractor in writing of formal acceptance of the system.
- B. Acceptance shall be subject to completion of all work and successful post-installation testing which yields 100% PASS rating.

End of Section

### WORK SCHEDULES AND CLEANUP

Normal school year work hours are 7:30 am to 4:30 pm. Summer work schedule is 7:00 am to 5:30 pm Monday to Thursday. All Normal building hours for summer are from 7:30 am to 5:30 pm Monday to Thursday. Evening and weekend schedules for installation will be accommodated. Both projects are in buildings not currently occupied by students. As a result, offerors will only need to schedule their wiring project around the contractors currently working on those buildings. The offeror is responsible for all cleanups related to construction and must insure a clean and safe environment maintained throughout the duration of the installation. MCPS will not supply janitorial assistance after normal working hours.

## **EVALUATION/SCORING CRITERIA**

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of 100 points.

The Scope of Project and Offeror Qualifications/Informational Requirements sections of the offer will be evaluated based on the following Scoring Guide:

## **SCORING GUIDE**

Any response that fails to achieve a passing score of 70 will be eliminated from further consideration. Certain elements of the RFP are Pass/Fail. A "fail" for any individual evaluation criterion may result in proposal disqualification at the discretion of the District.

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (90-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (75-89%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The Offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The Offeror has not demonstrated sufficient knowledge of the subject matter.

Oral Presentation/Product Demonstration: The District reserves the right to conduct interviews.

## **SCORING CRITERIA**

## SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS: Pass/Fail

Project Overview and Instructions Pass/Fa	1
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## **SECTION 2: SCOPE OF PROJECT:**

## Maximum 20 points

Installation Schedule	10
Response times	4
Equipment Warranty	2
Labor Warranty	2
Warranties, Service and Technical Support	2

# SECTION 3: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS: Maximum 20 Points

Offeror Information	8
Related experience	6
References	6

## **SECTION 4: COST PROPOSAL:**

## **Maximum 60 Points**

Cost proposal – Total Cost	50
Cost Proposal – Individual cost for potential change orders and adds	10

**GRAND TOTAL** 100

## INDIVIDUAL BUILDING INFORMATION

See Attachment A – Franklin Elementary and Attachment B – Lowell Elementary

## APPENDIX 1: STANDARD TERMS AND CONDITIONS

## **Standard Terms and Conditions**

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the offeror agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** Missoula County Public Schools, herein referred to as the District, reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the District. Bids, proposals, and limited solicitation responses will be firm for 180 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the District's solicitation document and a offeror's response, the language contained in the District's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the offeror's disqualification and possible debarment.

ACCESS AND RETENTION OF RECORDS: The contract agrees to provide the District, District Auditor(s), or their authorized agents, access to any records necessary to determine contract compliance (Montana Code Ann. 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the District of third party.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the District.

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects the subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there

will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Missoula County Public Schools. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the District.

**DISABILITY ACCOMMODATIONS:** The District does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to the District office. Interested parties should provide as much advance notice as possible.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/Offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the District may, in its discretion, reject all future proposals and/or business agreements with the bidder/Offeror.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The Contractor agrees to protect, defend, and save the District, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in factor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents employees, representatives, assigns, subcontractors, except the sole negligence of the District, under this agreement.

**INSURANCE:** The Contractor shall obtain and maintain Insurance coverage, at its expense, for the following claims which may arise out of the performance of the contract award whether resulting from the Contractor's operations or from the operations of any Subcontractor, anyone in

the employ of any of them, or by an individual or entity for whose acts they may be liable: The insurance shall cover such claims as may be caused by any negligent act or omission.

- a. Workers compensation, disability and other employee benefit claims as required by the State of Montana;
- b. under applicable employers' liability law, bodily injury, occupational sickness, disease or death claims of the Contractor's employees;
- c. bodily injury, sickness, disease or death claims for damages to persons not employed by the Contractor;
- d. personal injury liability claims for damages directly or indirectly related to the persons employed by the Contractor or for damages to any other person;
- e. claims for physical injury to tangible property, including all resulting loss of use of that property, to property other than the Work itself;
- f. bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle; and
- g. contractual liability claims involving the Contractor's obligations under the contract.

# The Contractor's Commercial General and Automobile Liability Insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance:

- a. Each Occurrence Limit \$ 1,000,000
- b. General Aggregate \$2,000,000
- c. Products/Completed Operations Aggregate \$1,000,000
- d. Personal and Advertising Injury Limit \$ 1,000,000

## Comprehensive Automobile Liability Insurance:

a. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by an act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy.

The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to the District. Certificates of insurance showing required coverage to be in force shall be filed with the District within five (5) days of

execution of the contract and prior to commencement of work to be performed. The District shall be named as an additional insured on the insurance certificate(s). The Contractor shall notify the District a minimum of thirty (30) days prior to any cancellation or change to the insurance coverage provided. The Contractor shall bear the sole responsibility to provide continuing insurance coverage for the duration of this agreement. The District reserves the right to purchase insurance coverage in the limits specified should the policy provided by the Contractor be cancelled during the term of this agreement and withhold payment for said coverage from compensation due the Contractor.

Products and Completed Operations insurance shall be maintained for a minimum period of five (5) year(s) following the expiration of the contract or final payment, whichever is earlier.

Contractors are required to maintain workers' compensation or an independent contractor's exemption covering the Contractor and/or employees while performing work for Missoula County Public Schools in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Neither the Contractor nor its employees are employees of the District. This insurance/ exemption must be valid for the entire contract period. A renewal document must be sent to Missoula County Public Schools, 915 South Avenue West, Missoula, MT 59801, upon expiration.

The Contractor's insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Any deductible or self-insured retention must be declared to and approved by the District. At the request of the District either: (1) the insured shall reduce or eliminate such deductibles or self-insured retention's as respects the District, its officers, officials, employees, or volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

A certificate of insurance, indicating compliance with the required coverages, must be provided to the Missoula County Public Schools, 915 South Avenue West, Missoula, MT 59801, within five (5) days of execution of the contract. The Contractor must notify the District immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc.

All insurance shall be written on an "occurrence" basis. "Claims Made" insurance coverage is not allowed.

**INTELLECTUAL PROPERTY:** All patents and other legal rights in or to inventions arising out of activities funded in whole or part by the contract must be available to the District for royalty-free and non-exclusive licensing. The contractor shall notify the District in writing an any invention conceived or reduced to practice in the course of performance of the contract. The District shall have a royalty-free, nonexclusive, and irrevocable right to reproduce publish or otherwise use and authorize other to use copyrightable property created under the contract.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the offeror's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

**LIQUIDATED DAMAGES:** The District may suffer loss if the work to be performed as provided herein is not completed on the dates agreed by the parties. The Contractor shall be liable for and shall pay to the District a sum of seven hundred fifty dollars (\$750.00) as liquidated damages for each calendar day of delay in which the work is not complete. The Contractor is not liable for liquidated or actual damages due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, such as acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather, or delays solely caused by the District. The District may deduct from the amounts owing to Contractor, or, if sufficient funds are not available, then Contractor shall pay the District the amounts specified per day for each and every calendar day the delay continues after the deadline for completion of the work to be performed. Such damages shall be in addition to, and not in lieu of, any other right or remedies the District may have against the Contractor for failure to timely achieve completion. In the event the District brings an action for actual damages, the amount of any actual damages proven shall be reduced by the amount of any liquidated damages assessed.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the District is allowed 30 days to pay such invoices.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <a href="http://sos.mt.gov">http://sos.mt.gov</a>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Missoula, unless the contract specifies otherwise. The District does not "take Title" until all products are accepted and signed by the designated District Representative.

**SOLICITATION DOCUMENT EXAMINATION:** Offerors shall promptly notify the District of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The District is exempt from Federal Excise Taxes (#81-0006557).

**TERMINATION OF CONTRACT:** Unless other stated, the District may, by written notice to the contractor, terminate the contract in whole or in part at any time the contract fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The District, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** The laws of Montana govern this solicitation. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the Fourth Judicial District in and for the County of Missoula, State of Montana, and each party shall pay its own costs and attorney fees. (MCA 18-1-401).

## **WARRANTIES:**

## **Warranty for Services:**

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the District. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

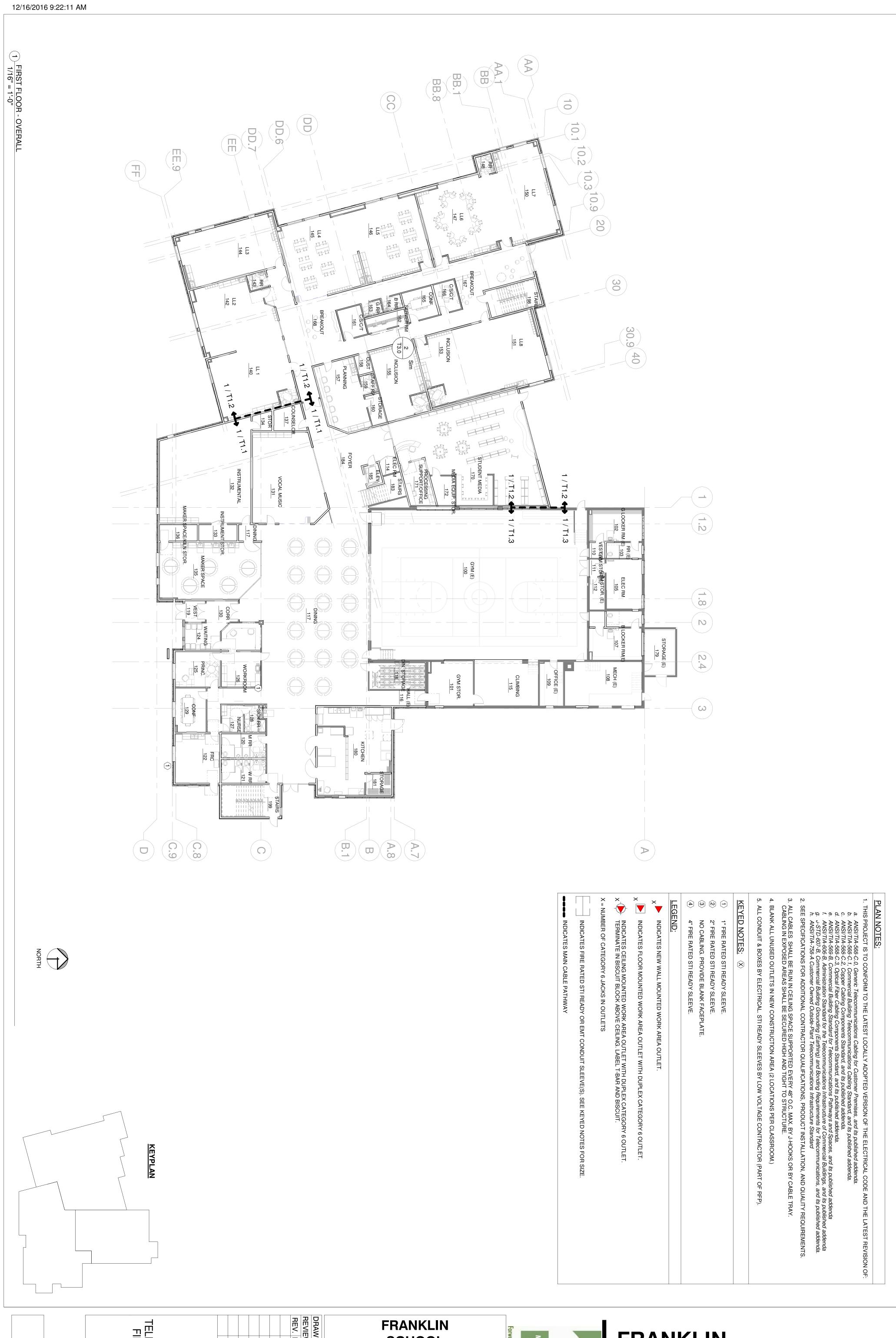
## **Warranty for Equipment:**

The Contractor warrants that equipment provided is free from defects in materials and workmanship and conforms to the specifications.

The warranty period for provided equipment is a fixed period commencing on the date specified in a statement of work or applicable contract. If the equipment does not function as warranted during the warranty period and the contractor is unable to either: i) make it do so; or ii) replace it with one that is at least functionally equivalent, the District may return it to the contractor for a full refund.

The parties agree that the warranties set forth above do not require uninterrupted or error-free operation of equipment or services unless otherwise stated in the specifications.

THESE WARRANTIES ARE THE DISTRICT'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



ISSUE DATE 12.16.16

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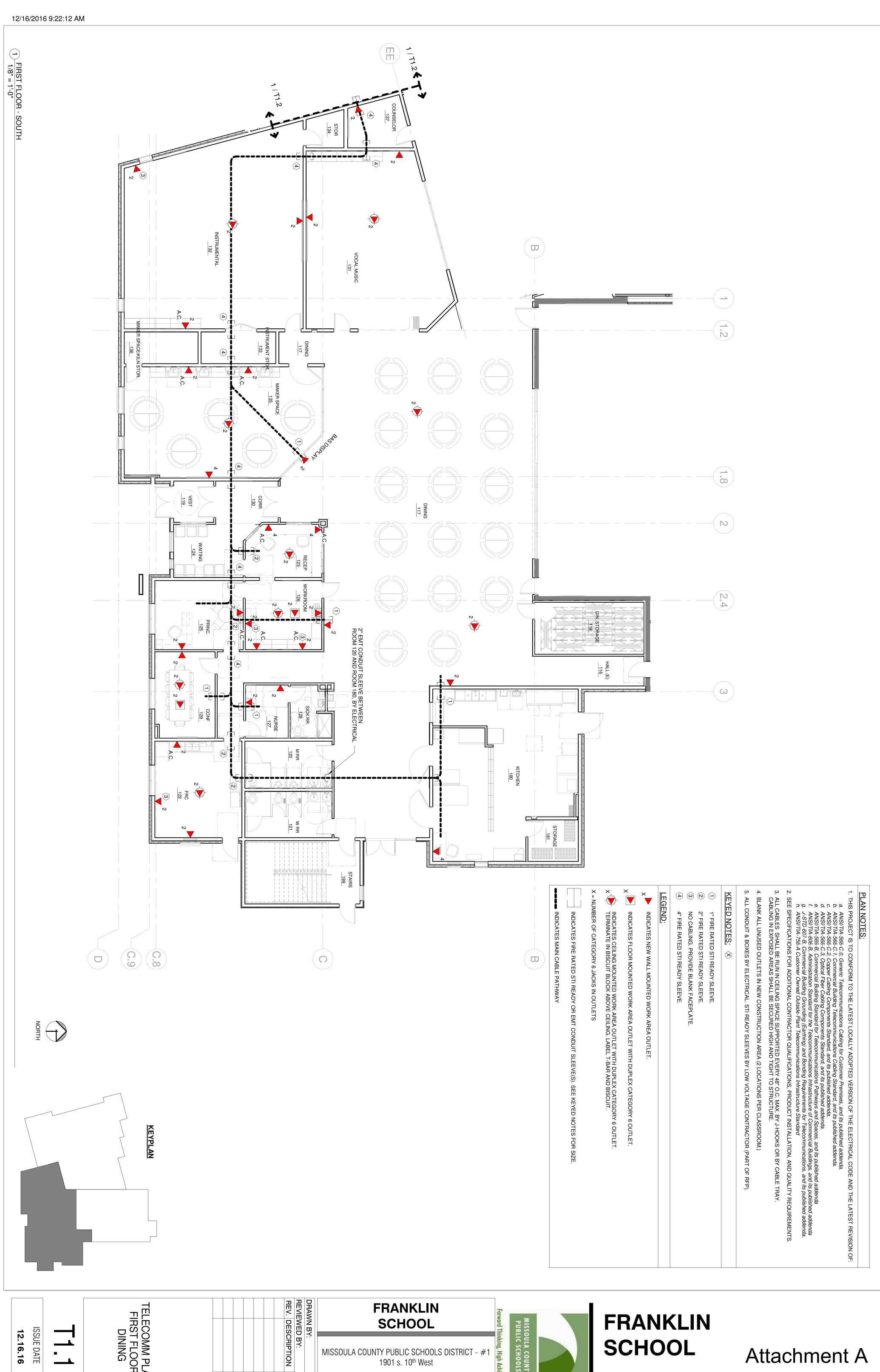
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**FRANKLIN SCHOOL** 

Attachment A



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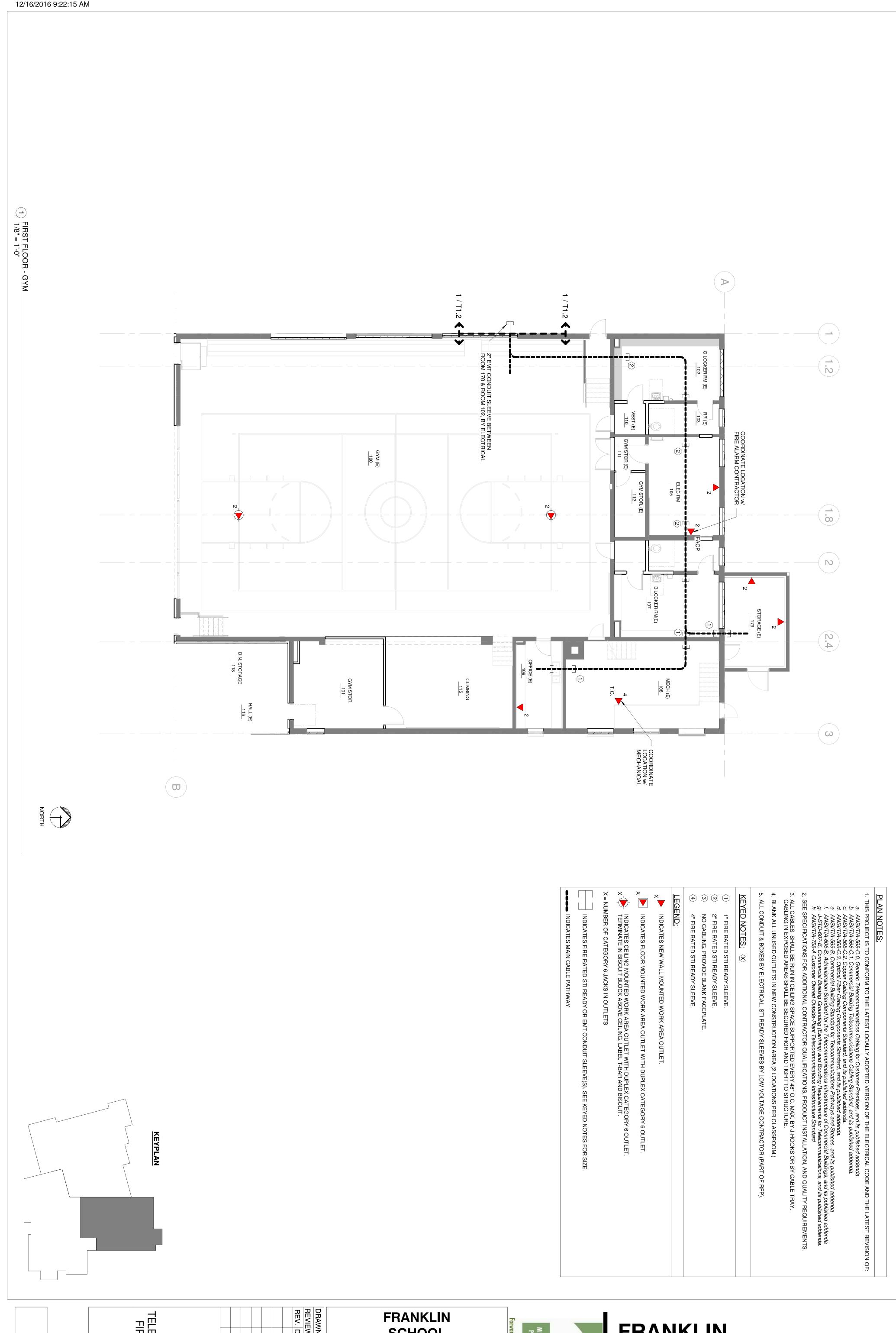




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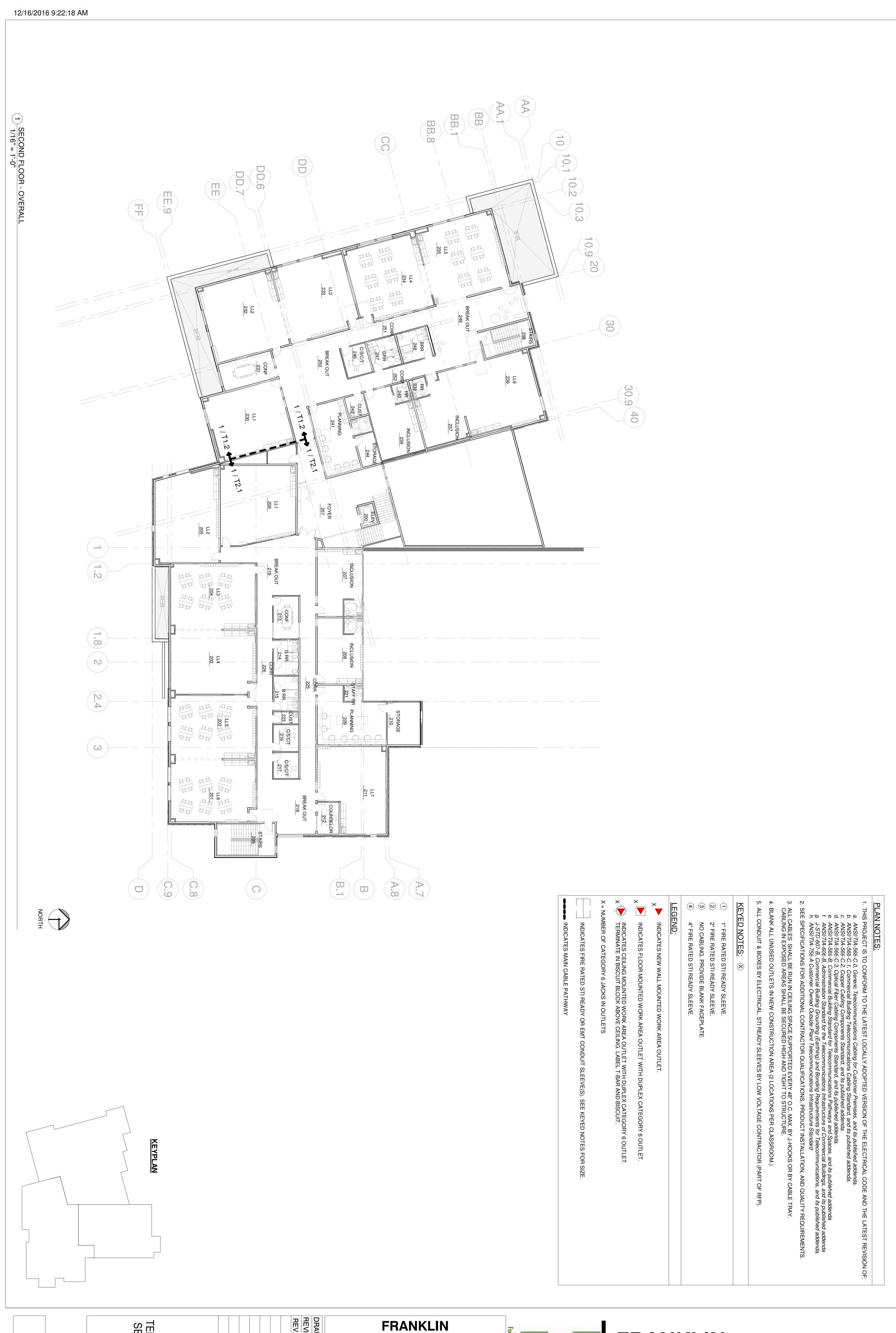


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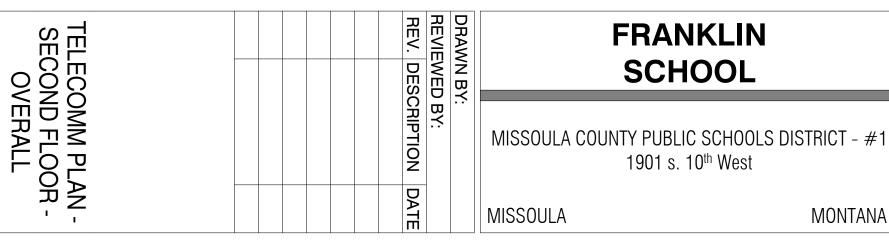
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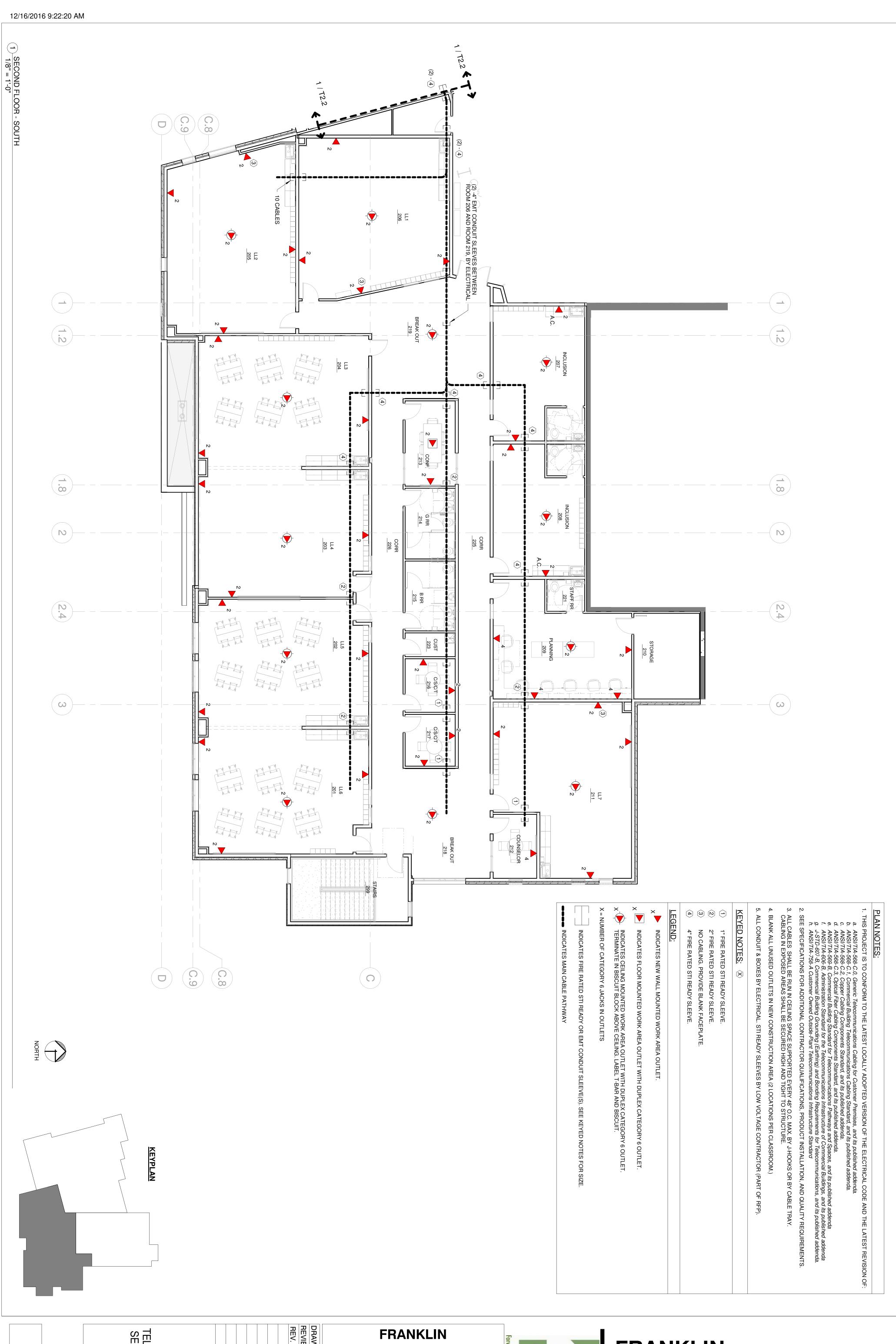
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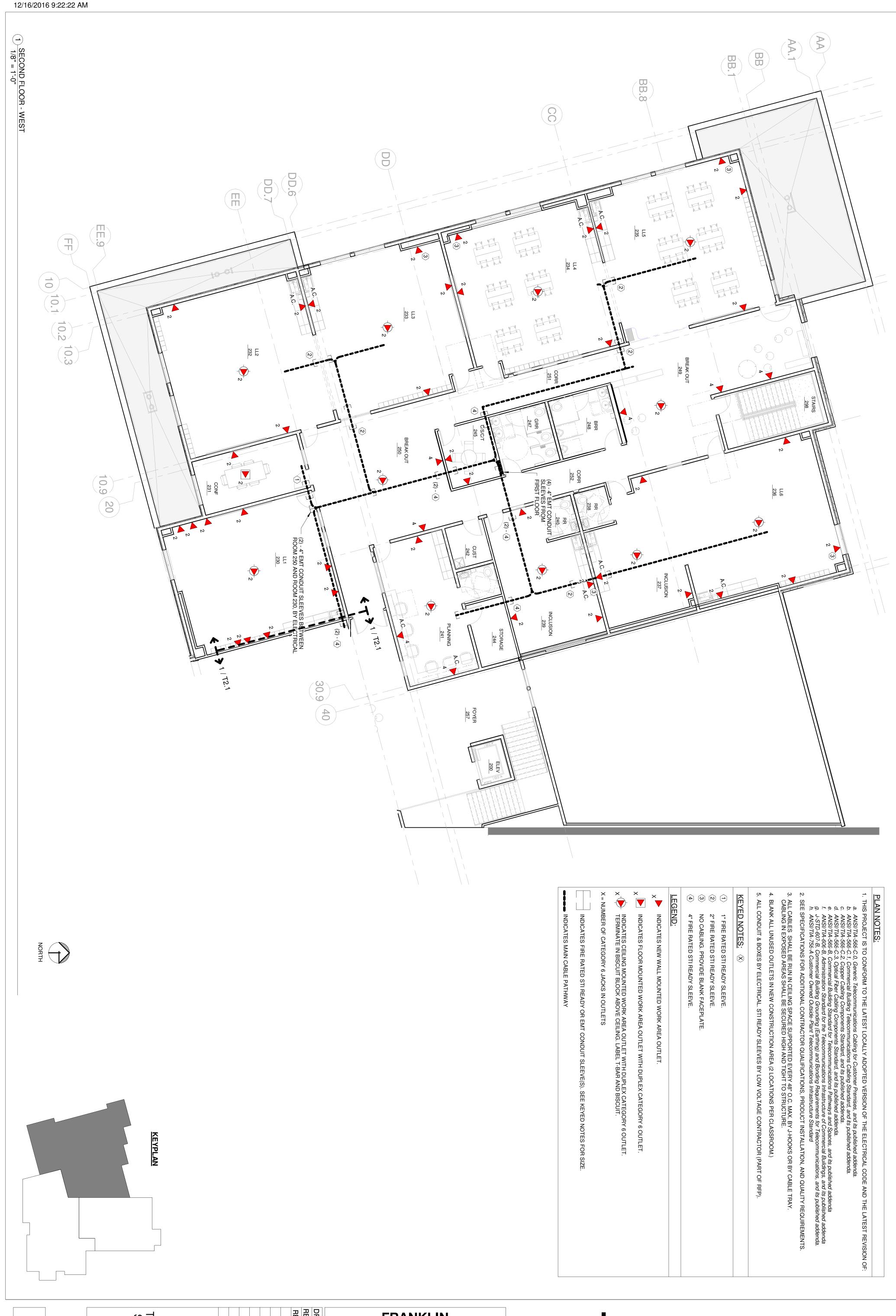






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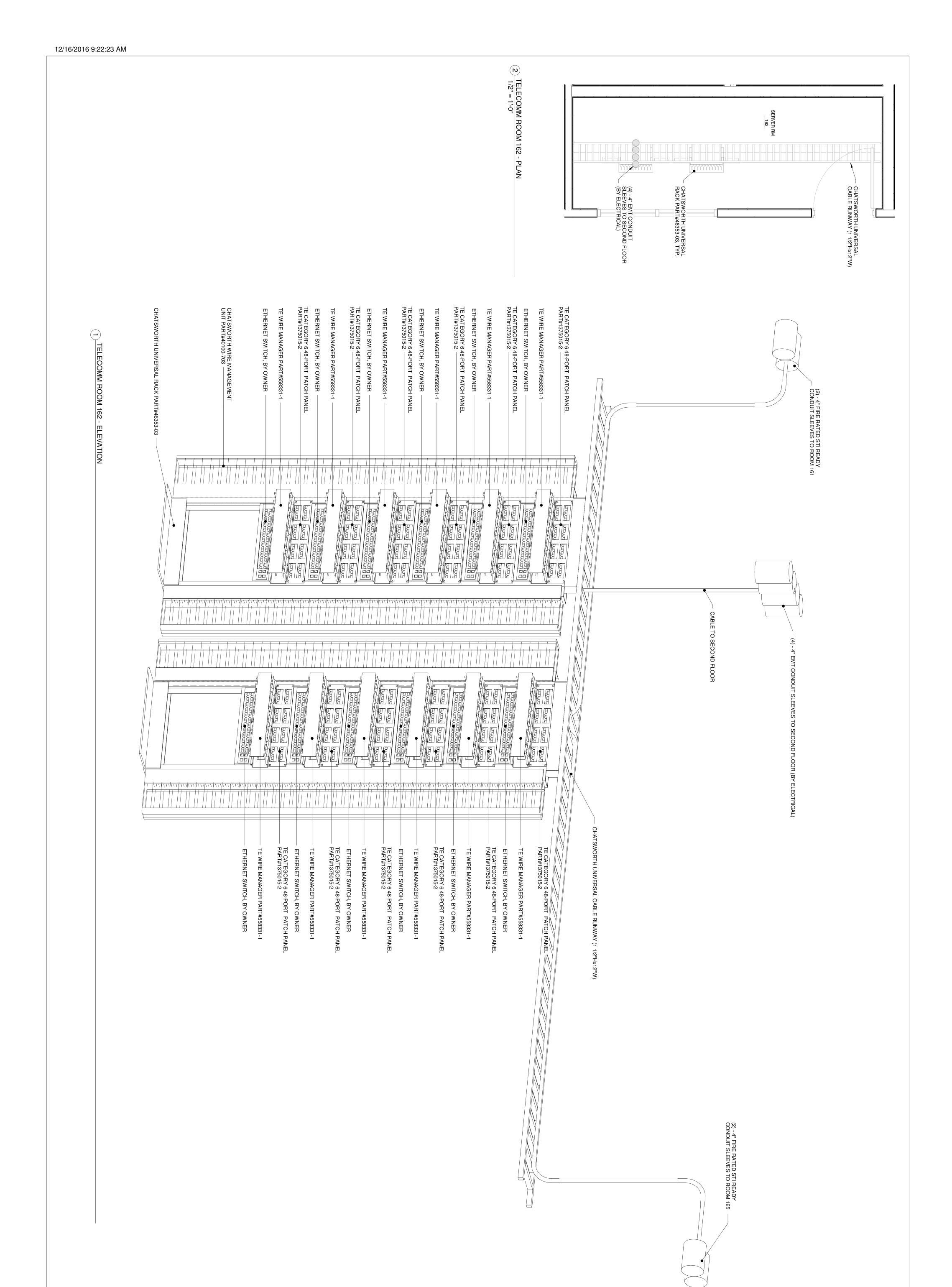




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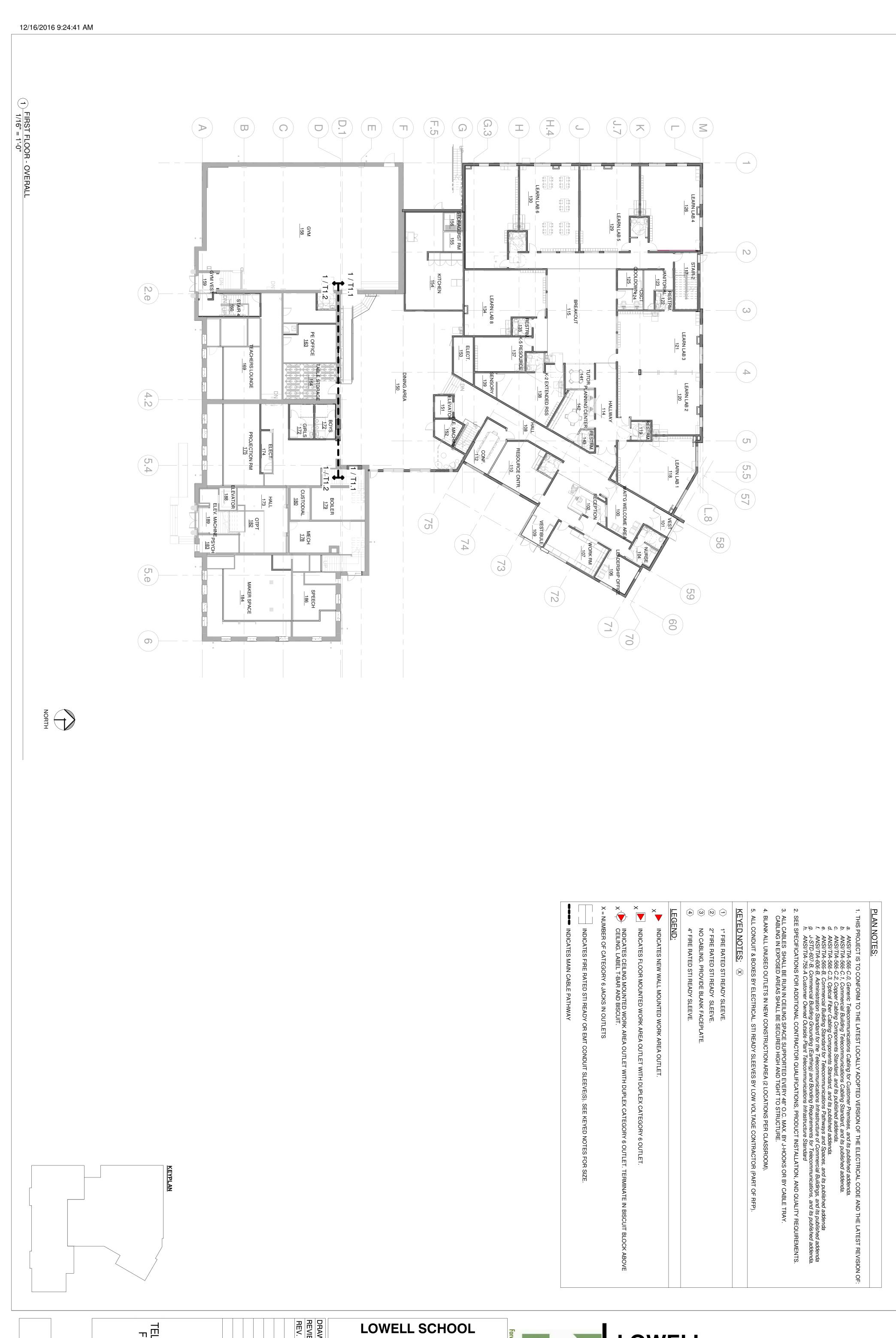
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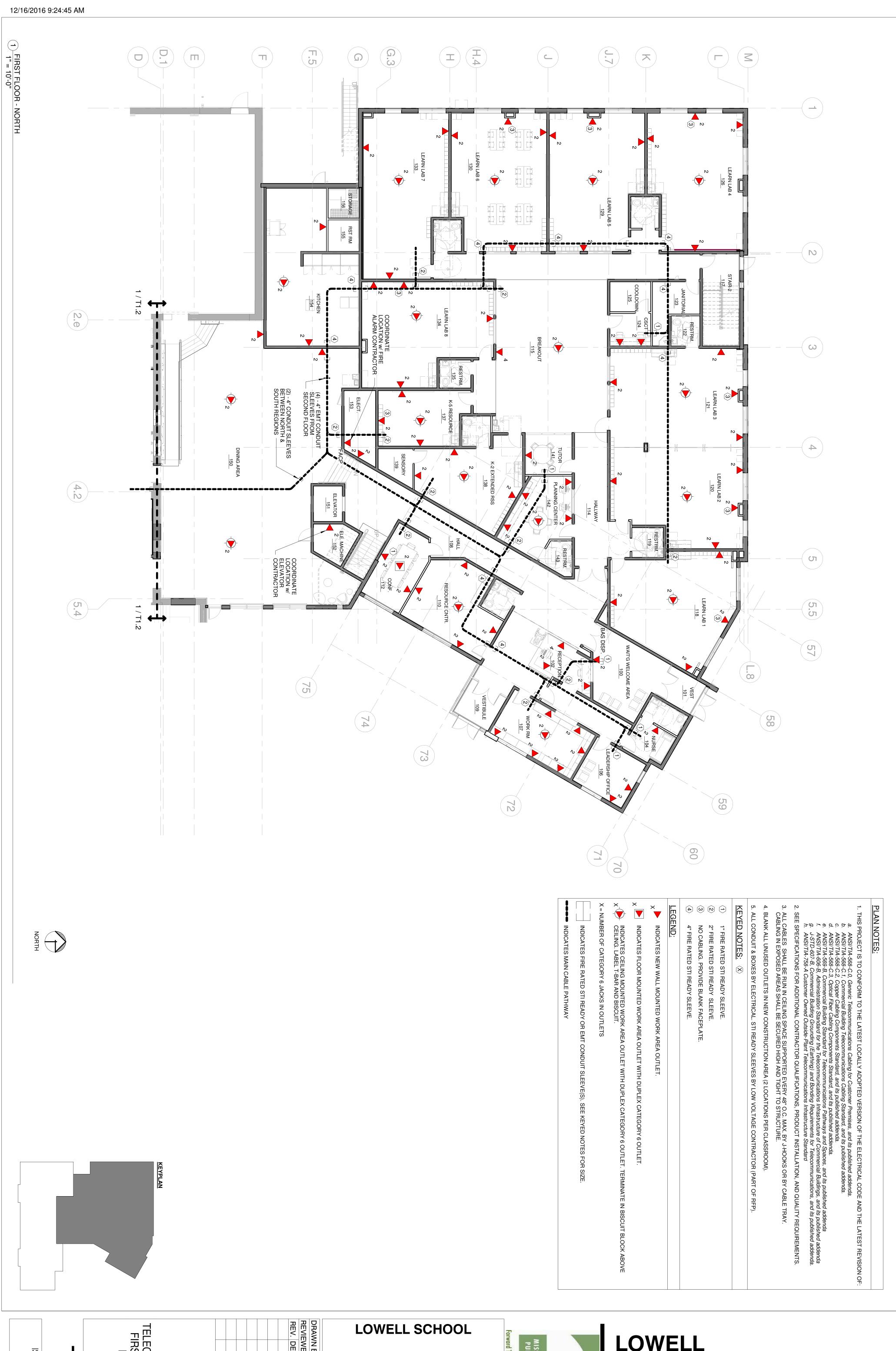




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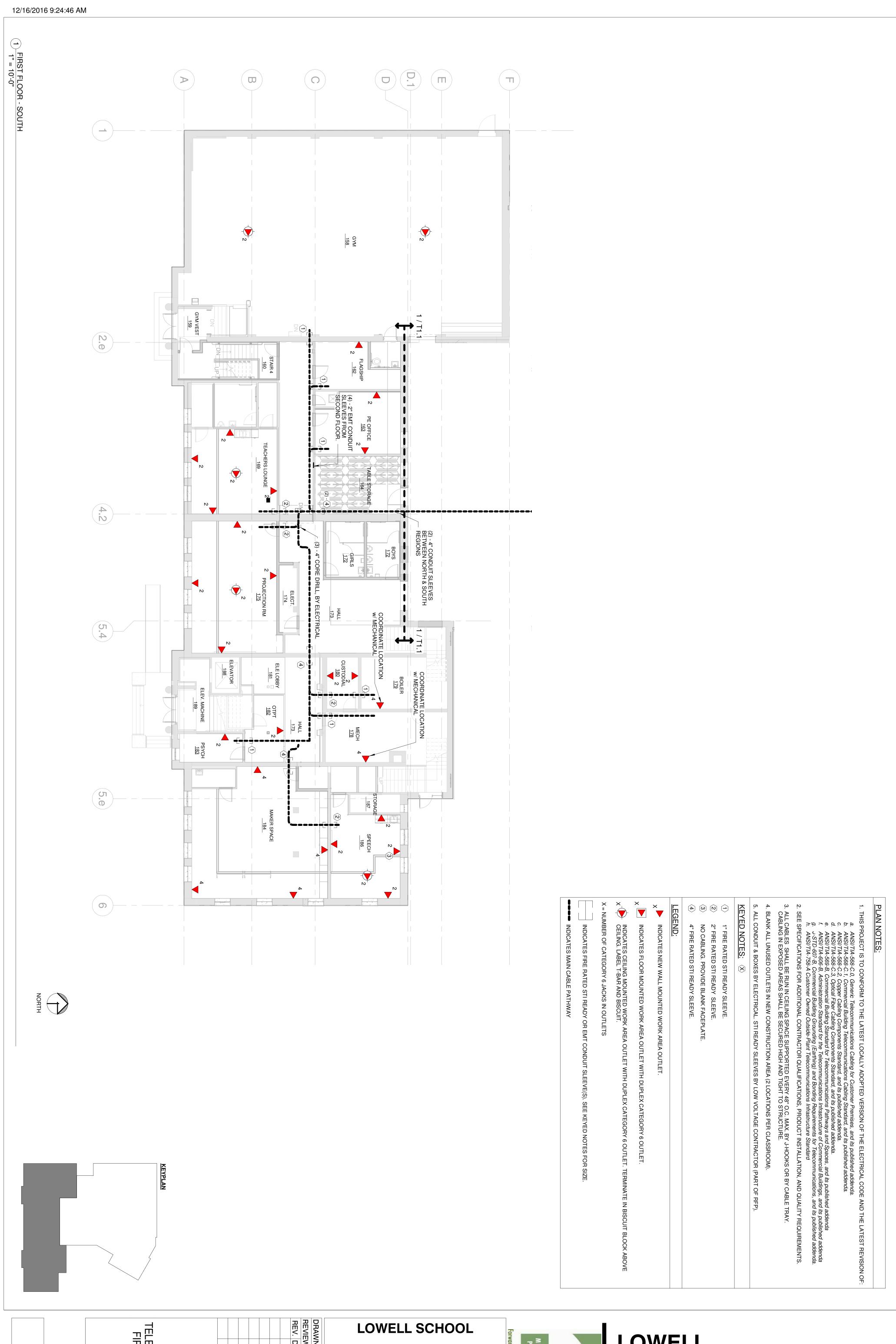
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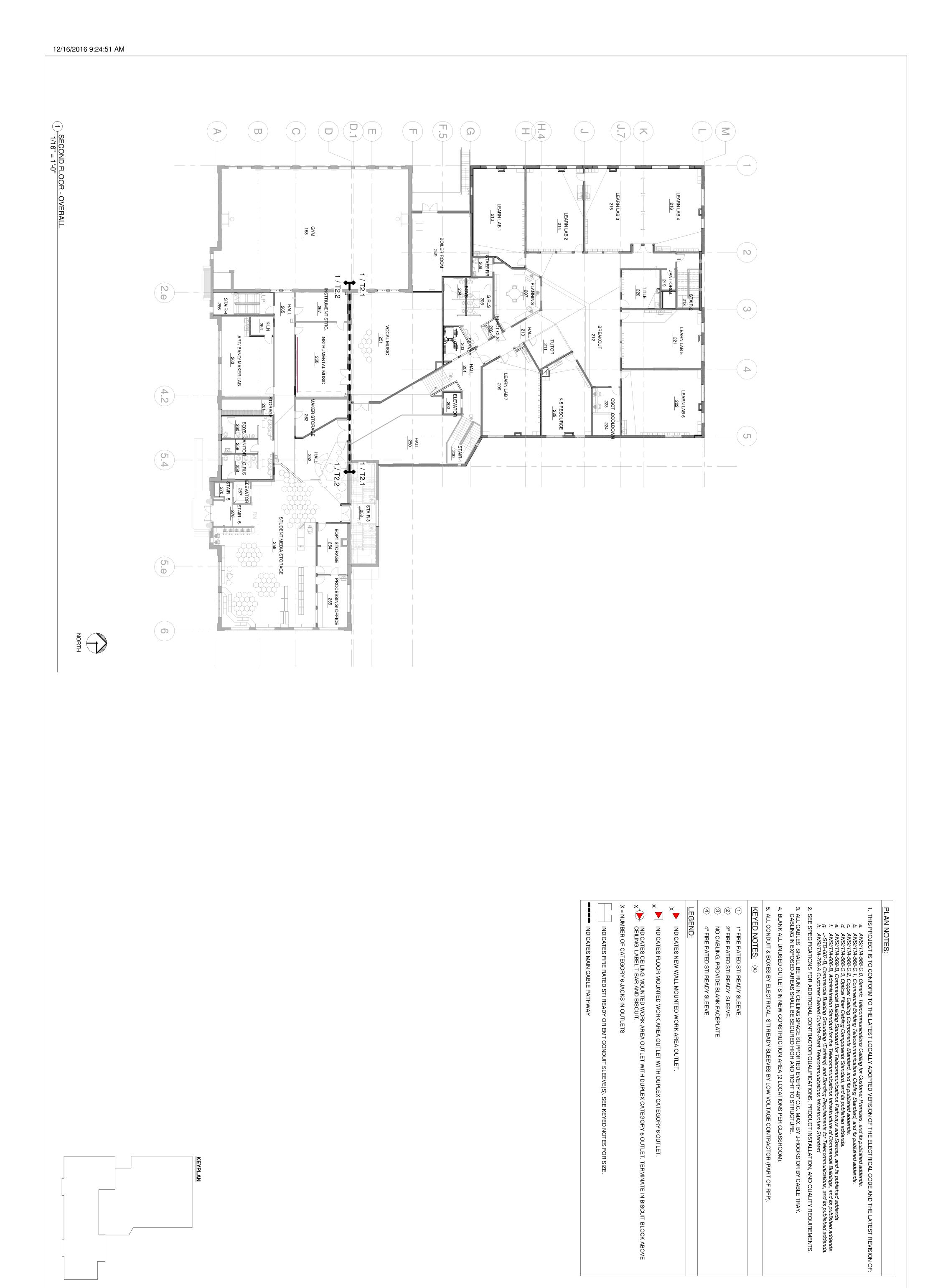
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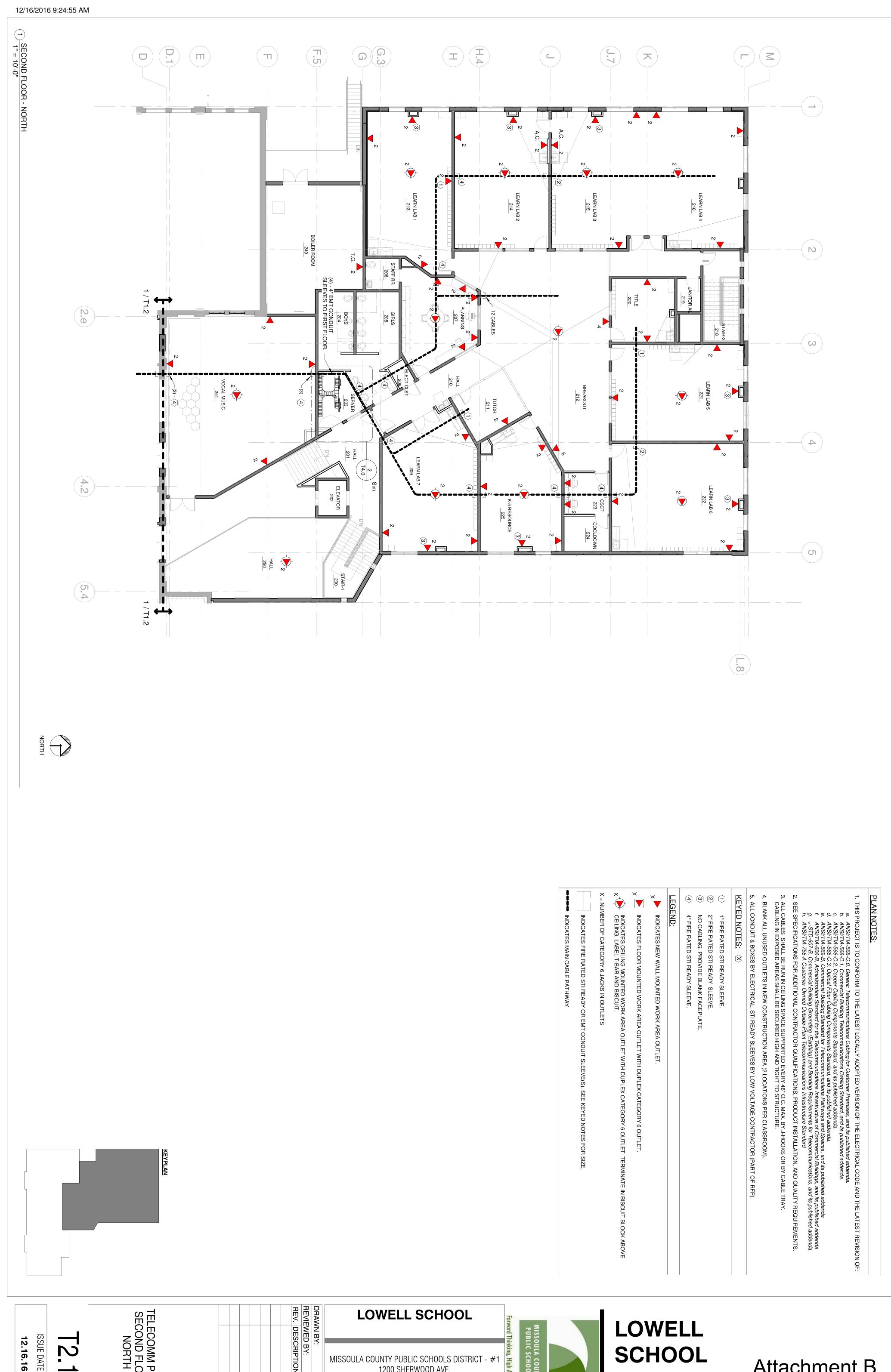
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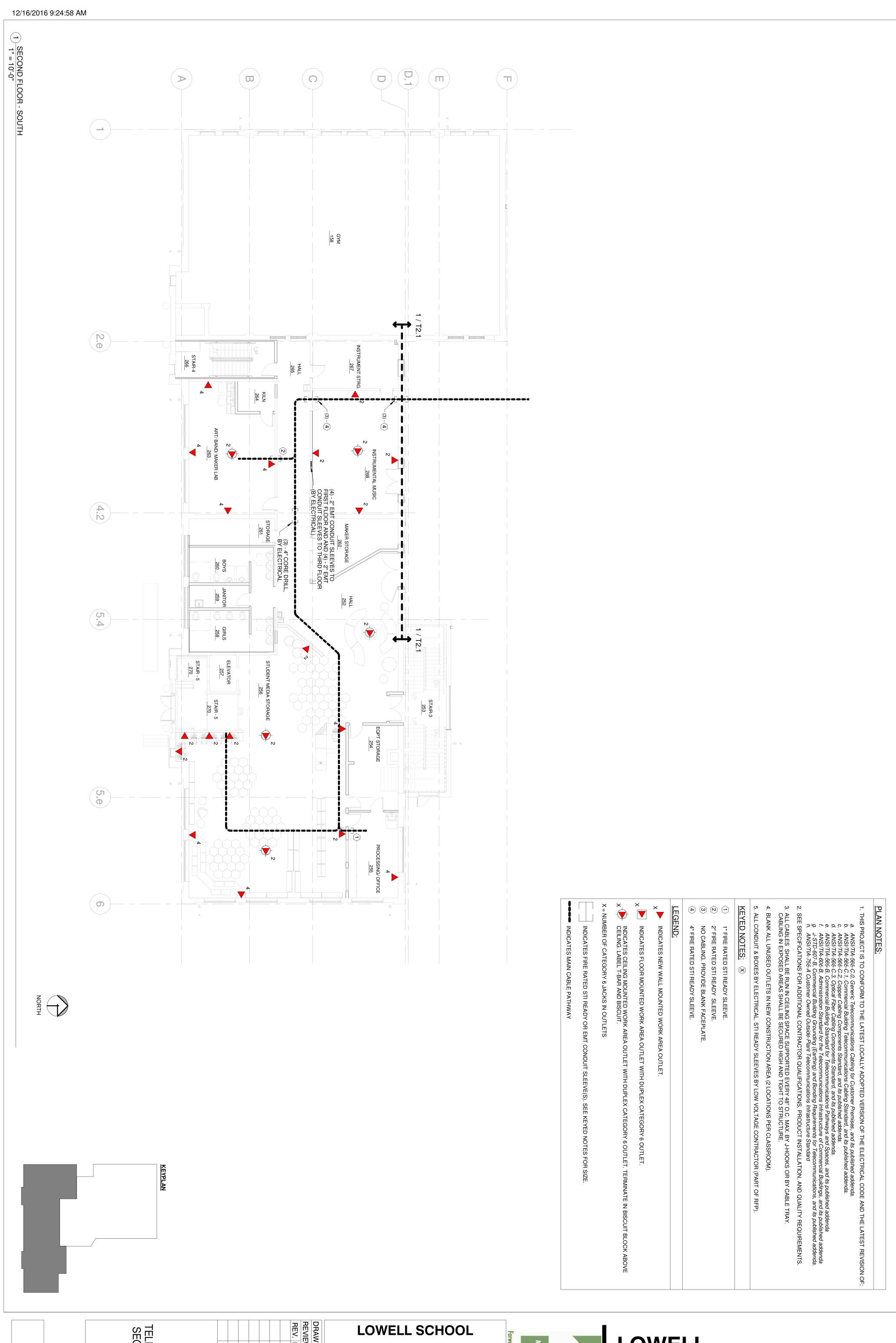


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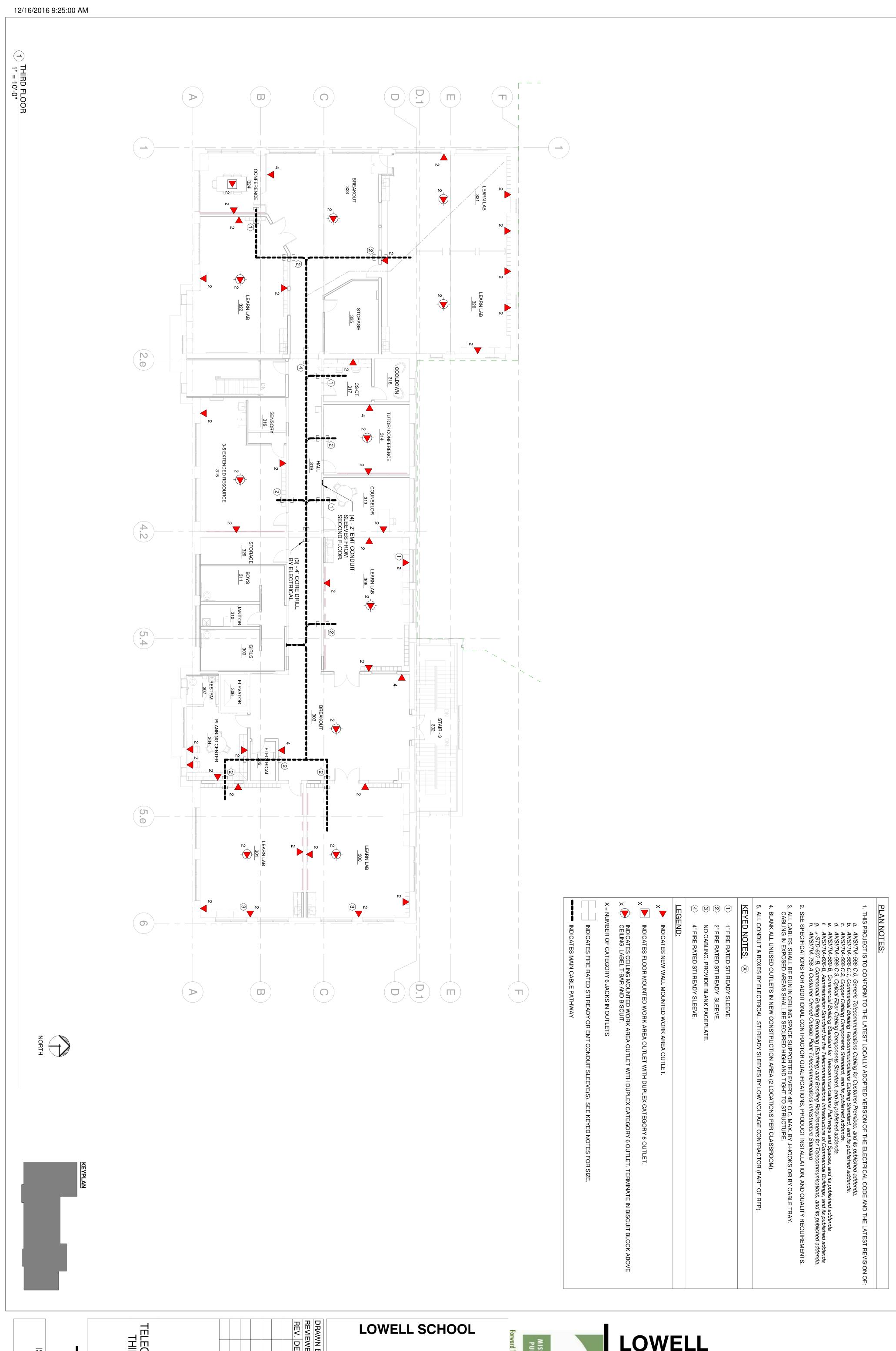


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TELECOMM PLAN THIRD FLOOR

THIRD FLOOR

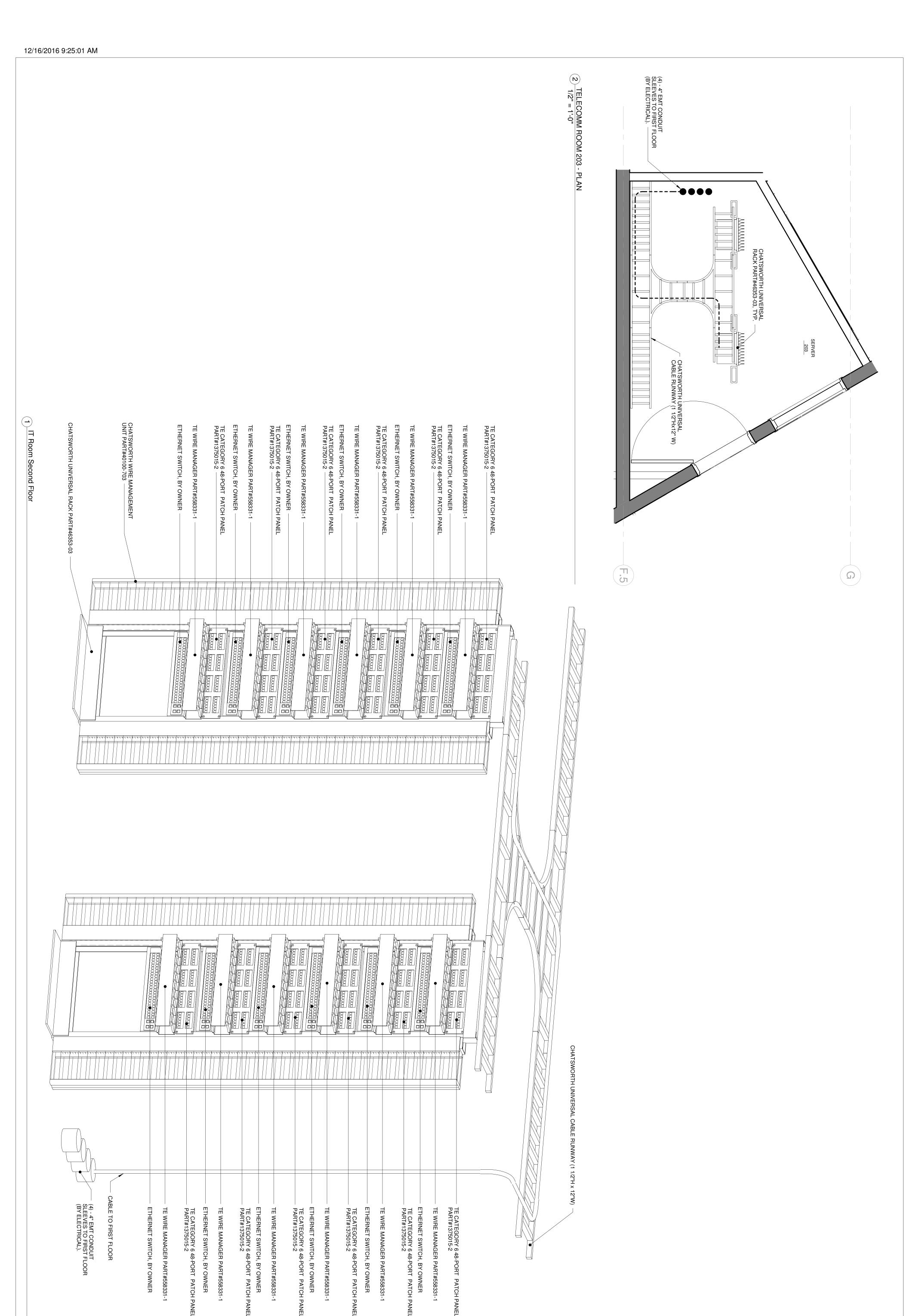
ISSUE DATE
12.16.16

TELECOMM PLAN 
MISSOULA COUNTY PUBLIC SCHOOLS DISTRICT - #1

1200 SHERWOOD AVE.

MISSOULA MONTANA





ORT PATCH PAWEL

ORT PA

Attachment B

# Exhibit 2



## **Request for Substitution**

February 1, 2017

ATTN: Russ Hendrickson, Missoula County Public Schools

R.E.: Franklin Elementary School and Lowell Elementary School

Project: Internal wiring.

We are requesting the following substitutions:

Item	Spec'd/AMP	Panduit/General
Cable	TE620PBLRB	7131930
Jacks	1375055-x	CJ688TGxx-C
Faceplates	2111009-x	UICFP2xx
Faceplates	2111011-x	UICFP4xx
Faceplates	2111012-x	UICFP6xx
Patch Panel	1375015-2	CPP48FMWBLY
Patch Cable	TCPC6RUVA-WTYYF	UTPSP*Y
Patch Cable	TCPC6RUVA-BLYYF	UTPSP*BUY

Also attached with the email are data sheets for the above Panduit/General materials.

Panduit/General offers a 25-year system warranty when installed by a Panduit Certified Installer, which we are. We will be partnering with Blackfoot Communications on this project.

We appreciate the opportunity to quote this project to you. If you have any questions, please call or email me.

Thank you,

Chris Richard
Communication Resources
2814 Brooks St #652
Missoula, MT 59801
406.327.5013 (office)
406.880.0239 (cell)
chris@communicationres.com

## Gen SPEED® 6500 Premium Category 6 Cable Signal Strength and Power

### Features and Benefits

- Designed and engineered with precision balance to offer ultimate headroom
- High-end optimized performance to support the most bandwidth-intense applications
- New and improved separator construction
- allowing for more pair separation Performance guaranteed to 350 MHz
- Improved cable temperature rating (90°C Plenum, 75°C Riser) for greater protection against increased operating temperatures and for high-wattage applications
- TRU-Mark® print legend contains footage markings from 1000' to 0'
- · Third-party verified for guaranteed
- · Made in U.S.A.

**Applications** 

- IEEE 802.3: 1000 BASE-T, 100 BASE-TX, 10 BASE-T, PoE, PoE+
- ANSI/TIA 854: 1000 BASE-TX
- · CDDI, Token Ring, ATM
- Digital Video
- · Broadband and Baseband Analog Video

### **Standard Compliances**

- ANSI/TIA 568-C.2
- NEC/CEC Type CMR (UL 1666) for Non-Plenum
- NEC/CEC Type CMP (NFPA 262) for Plenum
- UL Listed CMR-LP (0.5A) for Non-Plenum\*
- UL Listed CMP-LP (0.6A) for Plenum\*\*
- UL 444
- RoHS Compliant Directive 2011/65/EU
- ANSI/TIA 862 (Building Automation)
- ICEA S-116-732
- ICEA S-102-700
- ISO/IEC 11801 Ed. 2.0 (Class E)













\*0.5A is the ampacity rating of the cable, which equates to 190 watts using 50 volts over four pairs. \*\*O.6A is the ampacity rating of the cable, which equates to 120 watts using 50 volts over four pairs.

Data subject to change without notice.

### CONSTRUCTION

### Conductors

· 23 AWG solid bare annealed copper

- Non-Plenum: Polyalefin · Plenum: Fluoropolymer
- Color Code
- Pair 1: Blue-White/Blue
   Pair 2: Orange-White/Orange
   Pair 3: Green-White/Green
- · Pair 4: Brown-White/Brown

Cross-web

### Rip Cord

Applied longitudinally under jacket

- Jacket Non-Plenum: Flame-Retardant PVC
- Plenum: Low-Smoke, Flame-Retardant PVC

### PHYSICAL DATA

	CMR (Non-Plenum)	CMP (Plenum)
Nominal Cable Diameter (in)	0.260	0.255
Nominal Cable Weight (lbs/1000 ft)	32	31
Minimum Bend Radius (in)	1.0	1,0
Maximum Pulling Force (lbs)	50	50
Temperature Rating (°C) Installation: Operation:	0 to +60 -20 to +75	0 to +60 -20 to +90

### PART NUMBERS

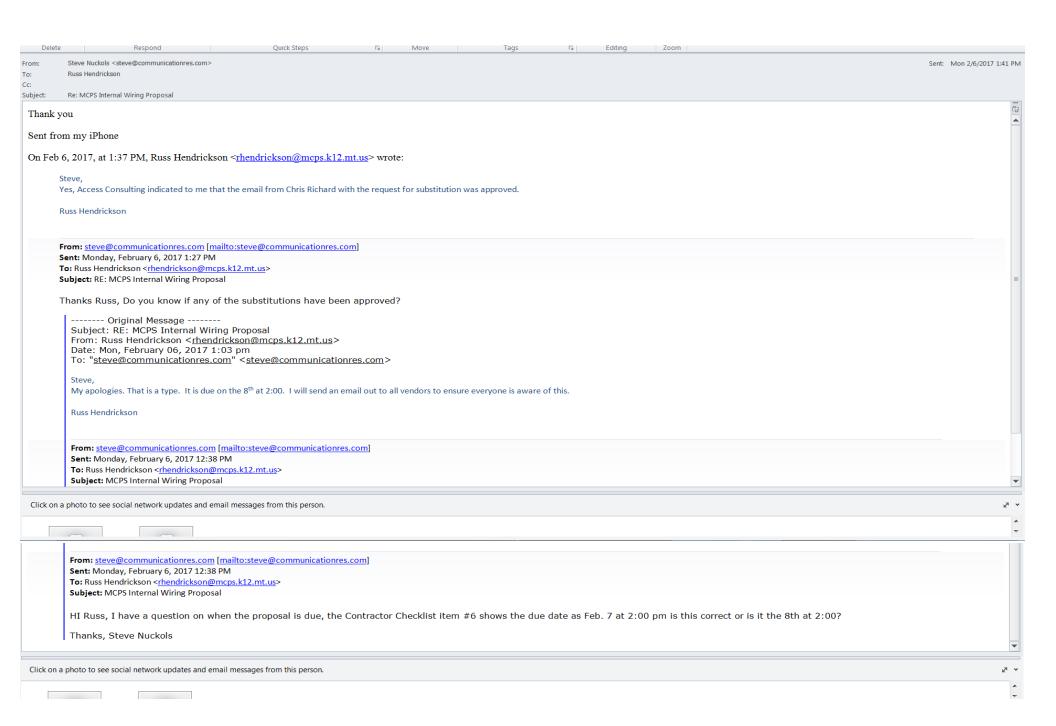
Standard packaging: 1000' Spool-Pac®

		Spool-Pac®		Spool	
Jacket Color		CMR (Non-Plenum)	CMP (Plenum)	CMR (Non-Plenum	CMP (Plenum)
III SUN	Blue	7133930	7131930	7133970	7131970
	White	7133931	7131931	7133971	7131971
	Yellow	7133932	7131932	7133972	7131972
THE SAME	Gray	7133933	7131933	7133973	7131973
SEEDE	Red	7133934	7131934	7133974	7131974
PSHEET:	Orange	7133935	7131935	7133975	7131975
NAME OF TAXABLE PARTY.	Green	7133936	7131936	7133976	7131976
	Black	7133937	7131937	7133977	7131977
1400	Pink	7133938	7131938	7133978	7131978
SECURIOR	Purple	7133939	7131939	7133979	7131979

Note: Bulk reels are available as a special request with a maximum allowable length of 3000 feet per reel. Minimum run and lead time may apply.

Non-stock items may be subject to minimum order quantities.

# Exhibit 3



Form 471 17103972 FRN # 1799105776 and 1799105847 BEN 135105

	Blackfoot - Franklin	Blackfoot - Lowell	Teledata - Franklin	Teledata - Lowell	WeConnect - Franklin	WeConnect - Lowell
Section 1						
Scorer 1	Pass	Pass	Pass	Pass	Pass	Pass
Scorer 2	Pass	Pass	Pass	Pass	Pass	Pass
Scorer 3	Pass	Pass	Pass	Pass	Pass	Pass
Section 2						
Scorer 1	20	20	4	4	5	5
Scorer 2	20	20	4	4	5	5
Scorer 3	20	20	12	12	12	12
Section 3						
Scorer 1	20	20	20	20	17	17
Scorer 2	20	20	16	16	16	16
Scorer 3	19	19	18	18	20	20
Section 4						
Scorer 1	60	58	30	30	40	45
Scorer 2	60	58	30	30	40	45
Scorer 3	58	58	30	30	40	40
TOTAL						
Scorer 1	100	98	54	54	62	67
Scorer 2	100	98	50	50	61	66
Scorer 3	97	97	60	60	72	72
AVERAG	99.0	97.7	54.7	54.7	65.0	68.3

NOTE: Teledata did not have the original document for the bid bond. It was a copy of the oringal.

#### **Proposal Response Form**

Submit Proposal by 2:00 p.m., February 8, 2017 to:

Lenora Jacobs, 915 South Avenue West, Missoula, MT 59801 Phone (406) 728-2400, ext 3021 Fax (406) 549-0449 Acknowledged Receipt of Addenda Numbers: \_\_\_\_\_NA\_\_\_ Contractor Name: \_\_\_\_\_Blackfoot \_\_\_\_\_ Address: 1221 North Russell Street, Missoula, MT 59808 Phone # (voice): 406-541-5000 Phone # (fax): 406-532-5031 Email address: JGeer@Blackfoot.com Contact name: \_\_Judy Geer\_\_\_\_\_\_ Phone: \_\_\_\_\_406-541-9141\_\_\_\_\_ The undersigned, having familiarized themselves with the Contract Documents, site, location. and conditions of the Work. By submission of this Bid Proposal, hereby agrees to provide all materials, systems, equipment and labor necessary to complete the Work for the total sum as follows: BASE BID: EIGHTY SIX THOUSAND FIVE HUNDRED AND and NO and \_\_\_\_\_\_/100 DOLLARS \$ 86, 525.00 (NUMERIC notation) Contractor authorizing signature Owner or Authorized Representative Proposal security in the form as required by the call for proposals is attached. Submittals as required in the call for proposals are attached. References for two recently completed projects similar in scope: Project Reference #1: Company Name: \_\_Providence Health & Services\_\_\_ Location: \_St. Patrick's Hospital\_\_\_ Contact Person: \_\_\_\_Brad Reed\_\_\_\_\_ Phone: \_\_\_\_406-320-2662 Project Reference #1: CompanyName: \_\_\_Valley Electric\_\_\_\_\_ Location: \_\_Gray Wolf Casino\_\_\_ Contact Person: \_\_\_\_\_Ben Ehlers\_\_\_\_\_ Phone: 406-546-1671

## **Proposal Response Form**

Submit Proposal by 2:00 p.m., February 8, 2017 to: Lenora Jacobs, 915 South Avenue West, Missoula, MT 59801 Phone (406) 728-2400, ext 3021 Fax (406) 549-0449

Acknowledged Receipt of Addenda Numbers:NA
Contractor Name:Blackfoot
Address:1221 North Russell Street, Missoula, MT 59808_ Phone # (voice): _406-541-5000
Phone # (fax):406-532-5031 Email address:JGeer@Blackfoot.com
Contact name:Judy Geer
Phone:406-541-9141
The undersigned, having familiarized themselves with the Contract Documents, site, location, and conditions of the Work. By submission of this Bid Proposal, hereby agrees to provide all materials, systems, equipment and labor necessary to complete the Work for the total sum as follows:
BASE BID:
NINETY SIX THOUS AND ONE HUNDRED and NO /100 DOLLARS  (ALPHA notation)
\$ 96, 126.00 (NUMERIC notation)
Contractor authorizing signature
Proposal security in the form as required by the call for proposals is attached. Submittals as required in the call for proposals are attached.
References for two recently completed projects similar in scope:
Project Reference #1:
Company Name:Providence Health & Services Location: _St. Patrick's Hospital
Contact Person:Brad Reed Phone:406-320-2662
Project Reference #1:
CompanyName:Valley Electric Location:Gray Wolf Casino
Contact Person:Ben Ehlers Phone:406-546-1671

Fax (406) 549-0449
Acknowledged Receipt of Addenda Numbers:Acknowledged
Contractor Name:Teledata Technologies_E-Rate Service Provider Identification Number 143032032
Address: _1705 S. Reserve Street Missoula, Montana 59801 Phone # (voice): 406-676-3443
Phone # (fax): 702-933-7602 Email address: ccampbell@teledatamt.com
Contact name: _Chuck Campbell
Phone: _406-676-3433
The undersigned, having familiarized themselves with the Contract Documents, site, location, and conditions of the Work. By submission of this Bid Proposal, hereby agrees to provide all materials, systems, equipment and labor necessary to complete the Work for the total sum as follows:
BASE BID: One lumdred forty SIX thousand and Six hundred dellars  and
(NUMERIC notation)  Contractor authorizing signature  Owner of Authorized Representative  Date 2/8/17
Proposal security in the form as required by the call for proposals is attached. Submittals as required in the call for proposals are attached.
References for two recently completed projects similar in scope:
Project Reference #1:
Company Name: _University of Montana Location: Missoula, Montana
Contact Person:Scott Holgate Phone: (406) 243-2411;
Project Reference #1:
Company Name:Somers School District Location: _Somers and Lakeside, Montana

FRANKI'N ELEMENTALY
Submit Proposal by 2:00 p.m., February 8, 2017 to: Lenora
Jacobs,

915 South Avenue West, Missoula, MT 59801

Phone (406) 728-2400, ext 3021

Contact Person:	_Bill Boslett	Phone:	_(406) 857-3661_	

#### Submittal

Each offeror is asked to submit a separate submittal form for each desired project included in this proposal. Proposals will be evaluated by project and MCPS reserves the right to select different offerors for individual projects to meet the timelines outlined in this proposal. The following items must be included in the proposal response form for each desired project.

Project Name (building name): _Lowell Elementary School	
Project Timeline:1-31-17 to 7-31-17	
Available start date:3-17-17	
Projected end date:7-31-17	

#### Final Project Cost:

Offeror hereby proposes to furnish all materials, labor, equipment, tools, licenses, etc., required by the said documents to complete the work described by the specifications.

# Lowell Eleventary Proposal Response Form

Submit Proposal by 2:00 p.m., February 8, 2017 to: Lenora Jacobs, 915 South Avenue West, Missoula, MT 59801 Phone (406) 728-2400, ext 3021 Fax (406) 549-0449

Acknowledged Receipt of Addenda Numbers:Acknowledged
Contractor Name:Teledata Technologies E-Rate Service Provider Identification Number 143032032
Address: _1705 S. Reserve Street Missoula, Montana 59801 Phone # (voice): 406-676-3443
Phone # (fax): 702-933-7602 Email address: ccampbell@teledatamt.com
Contact name: _Chuck Campbell
Phone: _406-676-3433
The undersigned, having familiarized themselves with the Contract Documents, site, location, and conditions of the Work. By submission of this Bid Proposal, hereby agrees to provide all materials, systems, equipment and labor necessary to complete the Work for the total sum as follows:
and 100 DOLLARS  (ALPHA notation)  BASE BID:  One hundred forty one thousand and three hundred dollars
\$ 141,300 (NUMERIC notation)  Contractor authorizing signature  Owner or Authorized Representative  Date 2/8/17
Proposal security in the form as required by the call for proposals is attached. Submittals as required in the call for proposals are attached.
References for two recently completed projects similar in scope:
Project Reference #1:
Company Name: _University of Montana Location: Missoula, Montana
Contact Person:Scott Holgate Phone: (406) 243-2411;
Project Reference #1:
Company Name:Somers School District Location: _Somers and Lakeside, Montana

Contact Person: _	_Bill Boslett		Phone:	(406)	857-3661	
		Submittal		_( ' ' ' ' '		

Each offeror is asked to submit a separate submittal form for each desired project included in this proposal. Proposals will be evaluated by project and MCPS reserves the right to select different offerors for individual projects to meet the timelines outlined in this proposal. The following items must be included in the proposal response form for each desired project.

Project Name (building name): _Franklin Elementary School	
Project Timeline:1-31-17 to 7-31-17	
Available start date:3-17-17	
Projected end date:7-31-17	

#### Final Project Cost:

Offeror hereby proposes to furnish all materials, labor, equipment, tools, licenses, etc., required by the said documents to complete the work described by the specifications.

## **Proposal Response Form**

Submit Proposal by 2:00 p.m., February 8, 2017 to:

Lenora Jacobs,

915 South Avenue West, Missoula, MT 59801 Phone (406) 728-2400, ext 3021 Fax (406) 549-0449 Acknowledged Receipt of Addenda Numbers: \_\_\_\_ Contractor Name: We Connect Montana Address: 20. Box 895 Missoula, mt 59806 Phone # (voice): 406-546-7411 Email address: doug @ we connectmt. com Phone # (fax): Contact name: Doug Shoup Phone: 406-596-7411 The undersigned, having familiarized themselves with the Contract Documents, site, location, and conditions of the Work. By submission of this Bid Proposal, hereby agrees to provide all materials, systems, equipment and labor necessary to complete the Work for the total sum as follows: BASE BID: annety Six thousand Eight hundred ninety 00 /100 DOLLARS Contractor authorizing signature Owner or Authorized Representative Proposal security in the form as required by the call for proposals is attached. Submittals as required in the call for proposals are attached. References for two recently completed projects similar in scope: Project Reference #1: Company Name: University of Montana Location: Missoula, MT 59812 Contact Person: Scott Holgate Phone: 406-243-2411 Project Reference #1: Company Name: Missoula County Public School Scation: Missoula, MT Contact Person: Russ Hendrickson Phone: 406-214-9895

## **Proposal Response Form**

Submit Proposal by 2:00 p.m., February 8, 2017 to:

Phone (406) 728-2400, ext 3021

915 South Avenue West, Missoula, MT 59801

Lenora Jacobs,

Fax (406) 549-0449

Acknowledged Receipt of Addenda Numbers: Contractor Name: We Connect Montana Address: PO. Box 895 Missoula, MT 59806 Phone # (voice): 406-546-7411 Email address: doug @ we connect mt. com Phone # (fax): Contact name: Doug Shoup Phone: 406-546-7411 The undersigned, having familiarized themselves with the Contract Documents, site, location, and conditions of the Work. By submission of this Bid Proposal, hereby agrees to provide all materials, systems, equipment and labor necessary to complete the Work for the total sum as follows: BASE BID: one hundred one thousand two hundred and 00 /100 DOLLARS \$ 101, 250, 00 (NUMERIC notation) Contractor authorizing signature Owner or Authorized Representative Proposal security in the form as required by the call for proposals is attached. Submittals as required in the call for proposals are attached. References for two recently completed projects similar in scope: Project Reference #1: Company Name: University of Montana Location: Missoula, mT Contact Person: Scott Holgate Phone: 406-243-2411 Project Reference #1: Company Name: Missoula County Public SchoolsLocation: Missoula MT Contact Person: Russ Hendrickson Phone: 406-214-9895

FRN	FRN Status	471 Application	BEN	Billed Entity Name	Applicant City	Applicant State	471 Consulting	Service Provider Name	Fund Year	Orig Funding Request	Cmtd Funding	Orig FRN Service Type	Wave Number	FCDL Date	FCDL Comment for 471 Application	FCDL Comment for FRN	FRN Committed
	Status	Number		Ivanie		State	Firm Name	rvaine	1 cai	Request	Request	Service Type	Number				Amount
1799105847	Denied	171039724	135105	MISSOULA COUNTY PUBLIC SCHOOLS	MISSOULA	MT		Blackfoot Communications, Inc.	2017	\$57,675.60	\$0.00	Internal Connections	26	11/22/2017	MR1:The Total School District Enrollment of the FCC Form 471 was modified in accordance with the applicant's request.  MR2:Per program rules, closed entities are not eligible for funding. The following closed entities were removed from the FCC Form 471 application; MOUNT JUMBO ELEMENTARY SCHOOL 67917. The student counts associated with the closed entity(ies) have been removed from the application. Removal of these students did not result in a change to your shared discount percentage.	brand, products and/or services without also specifying "or equivalent". This is a competitive bidding violation because there is no indication that FCC Form 470/RFP is also allowing a service provider to submit a bid for equivalent products and/or services. This undermines the competitive bidding process by eliminating the opportunity for the applicant to purchase an equivalent or better product that may be less expensive or to choose a less expensive service provider.  MR1:Based on the applicant's request, the One-time Eligible Cost of the funding request was changed from \$96,126.00 to \$36,124.33.  MR2:The Service Start Date has been changed from 03/14/2017 to	
1799105776	Denied	171039724	135105	MISSOULA COUNTY PUBLIC SCHOOLS	MISSOULA	МТ		Blackfoot Communications, Inc.	2017	\$51,608.59	\$0.00	Internal Connections	26	11/22/2017	MR1:The Total School District Enrollment of the FCC Form 471 was modified in accordance with the applicant's request.   MR2:Per program rules, closed entities are not eligible for funding. The following closed entities were removed from the FCC Form 471 application; MOUNT JUMBO ELEMENTARY SCHOOL 67917. The student counts associated with the closed entity(ies) have been removed from the application. Removal of these students did not result in a change to your shared discount percentage.	because there is no indication that FCC Form 470/RFP is also allowing a service provider to submit a bid for equivalent products and/or services. This undermines the competitive bidding process by eliminating the opportunity for the applicant to purchase an equivalent or better product that may be less expensive or to choose a less expensive service provider. MR1:Based on the applicant's request, the One-time Eligible Cost of the funding request was changed from \$86,014.32 to \$24,552.73. MR2:The Service Start Date has been changed from 3/14/2017 to	,



# **Revised** Funding Commitment Decision Letter

#### **Funding Year 2017**

Contact Information: BEN: 135105

Dan Parrish
MISSOULA COUNTY PUBLIC SCHOOLS
215 S 6TH ST W
MISSOULA, MT 59801
dparrish@mcps.k12.mt.us

Post Commitment Wave: 18

#### **Totals**

Original Commitment Amount	\$0.00
Revised Commitment Amount	\$0.00

## What is in this letter?

Thank you for submitting your post-commitment request for Funding Year 2017 Schools and Libraries Program (E-rate) funding. Attached to this letter, you will find the revised funding statuses and/or post commitment changes to the original Funding Commitment Decision Letter (FCDL) you received. Below are the changes that were made:

- Appeals
- Appeals

The Universal Service Administrative Company (USAC) is providing this information to both the applicant(s) and the service provider(s) so that all parties are aware of the post-commitment changes related to their funding requests and can work together to complete the funding process for these requests.

## **Next Steps**

File the FCC Form 486, Service Confirmation and Children's Internet Protection Act (CIPA)
 Certification Form, for any FRNs included in this RFCDL, if you have not already done so. Please
 review the CIPA requirements and file the form(s).



**BEN:** 135105

Post Commitment Wave: 18

 If USAC approved funding on an FRN in your original FCDL, the deadline to submit the FCC Form 486 is 120 days from the date of the original FCDL or from the service start date (whichever is later).

- o If a new FRN was created for this RFCDL or funding was not approved on an FRN in your original FCDL but is approved in this RFCDL, the deadline to submit the FCC Form 486 is 120 days from the date of this RFCDL or from the service start date (whichever is later).
- 2. **Invoice USAC**, if you or your service provider have not already done so. Work with your service provider(s) to determine if your bills will be discounted or if you will request reimbursement from USAC after paying your bills in full.
  - If you (the applicant) are invoicing USAC: You must pay your service provider(s) the
    full cost for the services you receive and file the <u>FCC Form 472</u>, the Billed Entity Applicant
    Reimbursement (BEAR) Form, to invoice USAC for reimbursement of the discounted amount.
  - If your service provider(s) is invoicing USAC: The service provider(s) must provide services, bill the applicant for the non-discounted share, and file the <u>FCC Form 474</u>, the Service Provider Invoice (SPI) form, to invoice USAC for reimbursement for the discounted portion of costs.
     Every funding year, service providers must file an <u>FCC Form 473</u>, the Service Provider Annual Certification Form, to be able to submit invoices and to receive disbursements.
  - To receive an invoice deadline extension, the applicant or service provider must request an
    extension on or before the last date to invoice. If you anticipate, for any reason, that invoices
    cannot be filed on time, USAC will grant a one-time, 120-day invoice deadline extension if
    timely requested.

## How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 60 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request.

**Note:** The Federal Communications Commission (FCC) will not accept appeals of USAC decisions that have not first been appealed to USAC. However, if you are seeking a waiver of E-rate program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the E-rate program rules.

- To submit your appeal to USAC, visit the Appeals section in the <u>E-rate Productivity Center (EPC)</u> and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit USAC's <u>website</u> for additional information on submitting an appeal to USAC, including step-by-step instructions.
- To request a waiver of the FCC's rules or appeal USAC's appeal decision, please submit
  it to the FCC in proceeding number CC Docket No. 02-6 using the <u>Electronic Comment Filing</u>
  <u>System</u> (ECFS). Include your contact information, a statement that your filing is a waiver request,



**BEN:** 135105

Post Commitment Wave: 18

identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For appeals to USAC or to the FCC, be sure to keep a copy of your entire appeal, including any correspondence and documentation, and provide a copy to the affected service provider(s).

## **Obligation to Pay Non-Discount Portion**

Applicants are required to pay the non-discount portion of the cost of the eligible products and/or services to their service providers. Service providers are required to bill applicants for the non-discount portion of costs for the eligible products and/or services. The FCC stated that requiring applicants to pay the non-discounted share of costs ensures efficiency and accountability in the program. If using the BEAR invoicing method, the applicant must pay the service provider in full (the non-discount plus discount portion) **before** seeking reimbursement from USAC. If using the SPI invoicing method, the service provider must first bill the applicant **before** invoicing USAC.

## **Notice on Rules and Funds Availability**

The applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.



**BEN:** 135105

**Post Commitment Wave: 18** 

# **Revised** Funding Commitment Decision Overview

# **Funding Year 2017**

Funding Request Number (FRN)	Service Provider Name	Request Type	Revised Committed	Review Status
1799105847	Blackfoot Communications, Inc.	Appeals	\$0.00	Denied
1799105776	Blackfoot Communications, Inc.	Appeals	\$0.00	Denied



**BEN:** 135105

Post Commitment Wave: 18

Post Commitment Request Number:	Post Commitment Request Type:	Post Commitment Decision:
88329	Appeals	Denied

FRN:	Service Type:	Original Status:	Revised Status:
1799105847	Internal Connections	Denied	Denied
FCC Form 471: 171039724			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	9		
Total Eligible Recurring Charges \$0.00		Total Eligible One Time Charges	\$36,124.33
Total Pre-Discount Charges		\$36,124.33	
Discount Rate		60.00%	
Revised Committed Amount		\$0.00	

Dates	
Service Start Date	7/1/2017
Contract Expiration Date	3/13/2018
Contract Award Date	3/14/2017
Service Delivery Deadline	9/30/2018
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Blackfoot
Service Frovider	Communications, Inc.
SPIN (498ID)	143018518
Contract Number	N/A
Account Number	166464
Establishing FCC Form 470	170058485

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

#### **Revised Funding Commitment Decision Comments:**

#### **Post Commitment Rationale:**

USAC denied your Funding Request Number (FRN) because the description for the products and services on the cited FCC Form 470 for all of the products and/or services in the FRN contains a particular manufacturer's name, brand, products and/or services without also specifying "or equivalent". This is a competitive bidding violation because there is no indication that FCC Form 470/RFP is also allowing a service provider to submit a bid for equivalent products and/or services. This undermines the competitive bidding process by eliminating the opportunity for the applicant to purchase an equivalent or better product that may be less expensive or to choose a less expensive service provider. In your appeal, you have not shown that USAC's determination was incorrect. Consequently, USAC denies your appeal. FCC rules require applicants to submit a complete description of the

May 1, 2018 **Revised** 5



**BEN:** 135105

Post Commitment Wave: 18

services they seek so that it may be posted for competing service providers to evaluate and this application must describe the services that the schools and libraries seek to purchase in sufficient detail to enable potential providers to formulate bids. See Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, 9076, and 9078-79, FCC 97-157 para. 575 (rel. May 8, 1997). Additionally, FCC rules require that, except under limited circumstances, an eligible school, library or consortium that includes an eligible school or library shall seek competitive bids for all services eligible for support and must conduct a fair and open competitive bidding process. See 47 C.F.R. sec. 54.503(a) and (b). When an applicant includes a manufacturer's name or brand for its description of requested services on the FCC Form 470, there is a risk of compromising the competitive bidding process for services requested. The FCC has clarified that, for FCC Form 470s or RFPs posted for Funding Year 2013 or thereafter, applicants must not include the manufacturer's name or brand on their FCC Form 470 or in their RFPs unless they also use the words or equivalent to describe the requested product or service. Such a description (or equivalent) will prevent the FCC Form 470 or RFPs from being construed as requiring only a specific product or service provider, which could undermine the competitive bidding process by eliminating the opportunity for the applicant to purchase an equivalent or better product that may be less expensive or to choose a less expensive service provider. See Request for Review of a Decision of the Universal Service Administrator by Queen of Peace High School, Burbank, Illinois, Schools and Libraries Universal Service Support Mechanism, File No. SLD-667006, CC Docket No. 02-6, Order, DA 11-1991 (rel. December 7, 2011).



**BEN:** 135105

Post Commitment Wave: 18

Post Commitment Request Number:	Post Commitment Request Type:	Post Commitment Decision:
88329	Appeals	Denied

FRN:	Service Type:	Original Status:	Revised Status: Denied
1799105776	Internal Connections	Denied	
FCC Form 471: 171039724			

Dollars Committed			
Monthly Cost		One-Time Cost	
Months of Service	9		
Total Eligible Recurring Charges \$0.00		Total Eligible One Time Charges	\$24,552.73
Total Pre-Discount Charges		\$24,552.73	
Discount Rate		60.00%	
Revised Committed Amount		\$0.00	

Dates	
Service Start Date	7/1/2017
Contract Expiration Date	3/13/2018
Contract Award Date	3/14/2017
Service Delivery Deadline	9/30/2018
Expiration Date (All Extensions)	

Service Provider and Contract Information	
Service Provider	Blackfoot Communications, Inc.
SPIN (498ID)	143018518
Contract Number	N/A
Account Number	166464
Establishing FCC Form 470	170058485

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

#### **Revised Funding Commitment Decision Comments:**

#### **Post Commitment Rationale:**

USAC denied your Funding Request Number (FRN) because the description for the products and services on the cited FCC Form 470 for all of the products and/or services in the FRN contains a particular manufacturer's name, brand, products and/or services without also specifying "or equivalent". This is a competitive bidding violation because there is no indication that FCC Form 470/RFP is also allowing a service provider to submit a bid for equivalent products and/or services. This undermines the competitive bidding process by eliminating the opportunity for the applicant to purchase an equivalent or better product that may be less expensive or to choose a less expensive service provider. In your appeal, you have not shown that USAC's determination was incorrect. Consequently, USAC denies your appeal. FCC rules require applicants to submit a complete description of the



**BEN:** 135105

Post Commitment Wave: 18

services they seek so that it may be posted for competing service providers to evaluate and this application must describe the services that the schools and libraries seek to purchase in sufficient detail to enable potential providers to formulate bids. See Federal-State Joint Board on Universal Service, CC Docket No. 96-45, Report and Order, 12 FCC Rcd 8776, 9076, and 9078-79, FCC 97-157 para. 575 (rel. May 8, 1997). Additionally, FCC rules require that, except under limited circumstances, an eligible school, library or consortium that includes an eligible school or library shall seek competitive bids for all services eligible for support and must conduct a fair and open competitive bidding process. See 47 C.F.R. sec. 54.503(a) and (b). When an applicant includes a manufacturer's name or brand for its description of requested services on the FCC Form 470, there is a risk of compromising the competitive bidding process for services requested. The FCC has clarified that, for FCC Form 470s or RFPs posted for Funding Year 2013 or thereafter, applicants must not include the manufacturer's name or brand on their FCC Form 470 or in their RFPs unless they also use the words or equivalent to describe the requested product or service. Such a description (or equivalent) will prevent the FCC Form 470 or RFPs from being construed as requiring only a specific product or service provider, which could undermine the competitive bidding process by eliminating the opportunity for the applicant to purchase an equivalent or better product that may be less expensive or to choose a less expensive service provider. See Request for Review of a Decision of the Universal Service Administrator by Queen of Peace High School, Burbank, Illinois, Schools and Libraries Universal Service Support Mechanism, File No. SLD-667006, CC Docket No. 02-6, Order, DA 11-1991 (rel. December 7, 2011).